



**REQUEST FOR PROPOSALS (RFP)
Information Technology Service Management
RFP No: RFP FGCC 23/24-02**

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Division of Administration
State of Florida, Florida Gaming Control Commission
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Tallahassee, Florida 32399-7033
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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes (F.S.), 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 agency's decision or intended decision 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.

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 issuing 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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SECTION 1 - INTRODUCTION

1.1 Purpose

This is a request for the submission of proposals to provide (1) an IT Service Management (ITSM) software as a service (SaaS) and (2) consulting services to the Florida Gaming Commission (FGCC).

FGCC remains technology agnostic in terms of the solutions that may be proposed, but highlights the following:

- The proposed solution should deliver an efficient service.
- The proposed solution should be flexible in usage, access, configuration, and reporting.

1.2 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 FGCC will not consider late submittals.

Timeline of Events		
Event	Time (Eastern Time)	Date
RFP posted on VIP	1:00 p.m.	05/3/2024
Deadline to submit questions on VIP	5:00 p.m.	05/10/2024
Anticipated date of posting Q&A on VIP	1:00 p.m.	05/17/2024
Deadline to submit Proposal and all required documents to the Procurement Officer	5:00 p.m.	06/03/2024
Public Proposal Opening: Conference Room 235Q 4070 Esplanade Way, Suite 250 Tallahassee, FL 32399	2:00 p.m.	06/04/2024
Anticipated date to post Notice of Intent to Award on VIP	N/A	06/21/2024
Anticipated Contract start date	N/A	07/01/2024

1.3 Definitions

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern 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).

Contractor – A Vendor that enters a Contract with the Commission as a result of this solicitation.

Cost Reply or Proposal – A Respondent's completed Attachment C – Cost Proposal, which the Procurement Officer will score.

MyFloridaMarketPlace (MFMP) – The State's eProcurement system. MyFloridaMarketPlace is accessible at: https://www.dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace.

Proposal – The document(s) submitted by a Respondent in response to this RFP.

Reply – The proposal extended to the Commission in response to a Request for Proposal.

Respondent – A vendor or contractor that has submitted a bid, proposal, or reply in response 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 reply 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 similar to those within this solicitation.

Vendor Information Portal (VIP) – The State of Florida’s vendor registration, supplier diversity, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at <https://vendor.myfloridamarketplace.com>.

SECTION 2 - THE RFP PROCESS

2.1 General Overview

The Commission will evaluate and score proposals to determine the most advantageous proposal.

Failure of a Respondent to provide information requested by the RFP may result in a reduction in scoring during the evaluation.

The Commission may accept or reject any and all proposals and waive any minor irregularity, technicality, or omission if the Commission determines that doing so will serve the State’s best interests.

The RFP is a method of competitively soliciting contractual services under section 287.057(1)(b), Florida Statutes. This solicitation will be administered through the VIP. Vendors interested in submitting a Reply should meet or exceed the requirements within the Scope of Work.

2.2 General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents (PUR 1001) is incorporated by reference in this solicitation. This document should not be returned with the Proposal. The PUR 1001 is located at [StateofFloridaPUR1001and1000.pdf \(myflorida.com\)](#)

The terms of this solicitation control over any conflicting terms of the PUR 1001.

2.3 Procurement Officer

In accordance with section 21 of the PUR 1001, The Procurement Officer is the sole point of contact for this RFP. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Reply.

The contact information for the Procurement Officer is:

Name: Shane Phillips, FCCN, FCCM
Division of Administration
State of Florida, Florida Gaming Control Commission
4070 Esplanade Way, Suite 250
Tallahassee, FL 32399-7033
Email: Shane.Phillips@flgaming.gov

***All Emails to the Procurement Officer must contain the solicitation number in the subject Line of the email ***

2.4 Objective

The Commission is issuing this RFP to establish a Contract for an Information Technology Service Management Solution. 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.

2.5 Term

The term of the Contract will be for 2.5 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.

2.6 Renewal

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 the parties. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Commission and are subject to the availability of funds.

2.7 Scope of Work

Respondent awarded a Contract under this RFP shall provide commodities and/or contractual services as described in Attachment B, Scope of Work.

2.8 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 Management Services - DMS \(myflorida.com\)](http://Office of Supplier Diversity (OSD) / Agency Administration / Florida Department of Management Services - DMS (myflorida.com))

2.9 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 Issuing Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply.

2.10 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).

2.11 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.

2.12 Contractors and Subcontractors

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 into any subcontracts for the delivery of any services described in this **contract without** the prior written approval of the Commission. The proposed use of subcontracts should be included in the Respondent's response.

2.13 Questions and Answers

The Commission invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted to the Issuing Officer by the time and date reflected in the Timeline of Events. 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.

2.14 Modifications and Withdrawal

A Respondent may modify or withdraw its Proposal at any time prior to the submittal deadline, as specified in Section 1.2, by submitting a request to the Issuing Officer. Requests for modification or withdrawal of a submitted Proposal must be in writing and signed by an authorized signatory of the Respondent. 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.

2.15 Addenda to the RFP

The Commission reserves the right to modify this solicitation by addenda. The 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 Reply.

2.16 Public Opening

Replies will be opened on the date and at the location indicated in the 'Timeline of Events' section. Respondents are not required to attend. The Commission will only announce the names of Respondents who submitted a Reply at this public meeting, in accordance with section 119.071(1)(b), Florida Statutes.

2.17 Mandatory Responsive Requirements

The Commission will not review Replies from Respondents who do not meet the mandatory responsive requirements listed in Attachment F.

Note: The Commission will perform an initial responsiveness check. Replies found to be non-responsive will not be considered for award. The Commission reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Respondent.

2.18 Technical Evaluation

The evaluators will independently review and score the Technical Replies received from responsive and responsible Respondents using the evaluation criteria described in Attachment D, Evaluation Criteria.

2.19 Other Commission Rights for Evaluation of Technical Replies

The Commission reserves the right at any time during the Evaluation Process to:

1. Conceal pricing information from evaluators or provide instructions to the evaluators to disregard pricing information in their evaluation of a Responsive Reply.
2. Redact, omit, or provide instruction to evaluators to disregard any portions of a proposed offering which the Commission determines are outside of the scope of this procurement.

2.20 Cost Evaluation

The Commission will review and score the Cost Replies received from responsive and responsible Respondents.

2.21 Scoring Methodology

The scoring methodology is outlined below:

Reply	Available Points
Technical Response	80
Cost Reply	20
Total Available Points (A + B)	100

2.21.1 Technical Reply - 80 Available Points

The Respondent may be awarded up to 80 points for its Technical Response in accordance with the evaluation criteria outlined in Attachment D, Evaluation Criteria.

2.21.2 Cost Reply – 20 Available Points

The Respondent may be awarded up to 20 points for its Cost Reply. 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 D, Evaluation Criteria.

2.22 Equal Replies

If there are no multiple awards contemplated in the RFP, and the Commission receives equal Replies 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. In order to clarify the Respondents' status with regard to the applicable statutory preference requirements, the Commission may request information from Respondents with equal eligible Replies. A

Respondent will not be permitted to amend or supplement its Reply in response to such request for clarification.

SECTION 3. AWARD

3.1 Award Selection

A single award will be made to the responsive, responsible Respondent offering the most advantageous Proposal through the evaluation of proposals in accordance with Section 2.21.

3.2 Selection Criteria

The following award selection criteria will apply to this RFP:

Technical proposals will be scored by the evaluation team based on the evaluation criteria specified in Attachment D, 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 Issuing Officer based upon the respondent's proposed cost, as prescribed in Section 2.21 of this RFP. The proposed cost will be scored in accordance with the formula below: $\text{Maximum Cost Proposal Points} \times (\text{Lowest Proposal Cost} / \text{Respondent's Proposal Cost}) = \text{COST SCORE}$ Each respondent's overall score will consist of the average technical proposal score plus the cost proposal score.

3.3 Basis of Award

The Commission intends to award a Contract for an Information Technology Service Management Solution to a Respondent who offers the best value to the State. However, the Commission reserves the right to award a Contract to one Respondent or to make no award, as determined to provide the best value to the State.

The Commission reserves the right to accept or reject all Replies or separable portions and to waive any minor irregularity, technicality, or omission if the Commission determines that doing so will serve the best interest of the state based on the selection criteria. An irregularity is not material and therefore minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition. The Commission has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.

3.4 Electronic Posting of Notice of Intended Award

At the conclusion of the evaluation of the proposals, the Commission will announce its intended decision. Notice will be posted on the state's Vendor Bid System. The Commission will award to the responsible, responsive Respondent determined to be the most advantageous to the state, taking into consideration technical and cost proposals.

Notice of Award does not guarantee issuance of a contract.

The Commission shall electronically post a Notice of Intended Award on VIP for review by interested parties at the time and location specified in the Timeline of Events.

3.5 Post-Award Requirements

3.5.1 Registration with the Florida Department of State

If awarded a Contract, and prior to execution of a Contract, the Respondent 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/>.

3.5.2 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/>.

3.6 Contract Formation

The Commission may issue a 'Notice of Intent to Award' to award the Contract to the successful Respondent. However, no contract shall be formed between a Respondent and the Commission until both parties sign the Contract. The Commission shall not be liable for any work performed before the Contract is effective.

The Commission intends to enter a Contract with Respondent pursuant to the 'Basis for Award' section of this solicitation. No additional documents submitted by a Respondent shall be incorporated in the Contract unless they are specifically identified, incorporated by reference, and approved by the Commission. If any additional documents are submitted by the Respondent, the additional documents will not be considered for the basis for award.

SECTION 4 - RESPONDING TO THE RFP

4.1 General Instructions

The PUR 1001, General Instructions to Respondents (2006 version), is incorporated herein by reference and can be accessed at: [StateofFloridaPUR1001and1000.pdf \(myflorida.com\)](http://StateofFloridaPUR1001and1000.pdf)

4.2 Proposal Contents

It is a mandatory requirement of this RFP that the Proposal contain the specified documents and address all items listed below. Proposals to the RFP should be prepared using simple terms and minimal technical or industry-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 Reply. In submitting its Reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

The Respondent must organize its proposal submittal contents as follows:

4.2.1 Tab 1 – Mandatory Requirements

Respondents must complete and submit the following mandatory information or documentation as part of their Proposal by the time specified in Section 1.2. Any Proposal which does not contain the information below will be deemed non-responsive to this RFP.

- 4.2.1.1 Mandatory Responsive Requirements
- 4.2.1.2 Affidavit, Notice of Trade Secret

- 4.2.1.3 Certifications and Assurances
- 4.2.1.4 Technical Reply
- 4.2.1.5 Cost Reply

4.2.2 Tab 2 – Technical Requirements

4.2.3 Tab 3 – Cost Proposal (SEALED SEPARATELY)

4.3 Copies of Proposals

Respondents must submit the following copies:

4.3.1 Technical Proposal

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 1.2, Timeline.

Refer to Section 5.5 for information on redacting confidential information, if applicable.

Respondents must not disclose cost information in the body of the Technical Proposal. Including cost information will cause the Proposal to be disqualified (Mandatory Requirement, refer to Section 4.2.1).

4.3.2 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 the timeline. No additional documentation should be included in the Cost Proposal envelope.

4.4 Proposal Labeling

4.4.1 Technical Proposal

The Technical Proposal should be sealed and identified as follows:

FGCC RFP 23/24-02

Information Technology Service Management

Due:

Respondent's Name:

TECHNICAL PROPOSAL

4.4.2 Cost Proposal

It is mandatory that the Respondent's Cost Proposal be in a separate sealed envelope and identified as follows:

The Cost Proposal should be sealed and identified as follows:

FGCC RFP 23/24-02

Information Technology Service Management

Due:

Respondent's Name:

COST PROPOSAL

4.5 Electronic Submission of Replies

Proposals shall be submitted in accordance with Section 4, "Responding to the RFP" section of this solicitation.

4.6 Terms and Conditions

All Replies 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 Reply. In submitting its Reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

4.7 Questions

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

SECTION 5 – SPECIAL INSTRUCTIONS

5.1 Convicted Vendor, Discriminatory Vendor, and Antitrust Violator Vendor Lists

a. 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, 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 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 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.

- b. **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, 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 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.
- c. **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, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply 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, proposal, or reply 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.

5.2 Respondent's Representation and Authorization

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

- a. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- b. The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- c. 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 Reply.
- d. 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.
- e. 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.
- f. 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
 - Has, within a three-year period preceding this certification, had one or more federal, state, or local government contracts terminated for cause or default.
- g. The products and services offered by the Respondent conform to the specifications contained herein without exception.
 - h. 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.
 - i. If an award is made to the Respondent, the Respondent agrees that it will execute the Standard Contract.
 - j. The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply 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 Reply.
 - k. 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 Reply.
 - l. 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 submission of the Reply. A misrepresentation may be punishable under law.
 - m. If at any point during the procurement, circumstances change so that any of the above acknowledgements are no longer true, Respondent will notify the Issuing Officer as soon as practicable.
 - n. 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 Reply related to the certifications of this section.

5.3 Firm Response

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

5.4 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 Reply being deemed non-responsive.

5.5 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 Replies are public records and are subject to disclosure unless exempt from disclosure by law. If the Respondent considers any portion of its Reply to be Confidential Information, the Respondent is to mark the document as “confidential” and simultaneously provide the Commission with a separate, redacted copy of its Reply. 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 Commission’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, Replies are exempt from production in response to public records requests until such time as the Commission provides notice of an intended decision or until 30 days after opening the Replies, whichever is earlier. After that time, the Commission 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 Commission will provide the redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Commission 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 Commission becomes subject to a demand for discovery or disclosure of documents that are marked as “confidential” in a legal proceeding, the Commission 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 Commission will provide the unredacted materials to the requester.

By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Commission for all claims arising from or relating to the Respondent’s determination that the redacted portions of its Reply 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 Commission is authorized to produce the entire material submitted to the Commission in response to a public records request for, or demand for discovery or disclosure of, these records.

5.6 Protests

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. Any communication not in accordance with these sections or the solicitation, including questions to the Issuing Officer, will not constitute formal notice of a protest.

5.7 MFMP Registration and Florida Substitute Form W-9 Process

The awarded Respondent, if any, must have completed this process prior to Contract execution. For additional information, please visit: <https://vendor.myfloridamarketplace.com/>.

The awarded Respondent will be required to pay the required MFMP transaction fee(s) as specified in Section 14 of the PUR 1000, unless an exemption has been requested and approved prior to the award of the Contract, pursuant to Rule 60A-1.031(2) of the Florida Administrative Code.

The awarded Respondent, if any, must complete a Florida Substitute Form W-9 prior to Contract execution. 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 Cost of Reply Preparation

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

5.9 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 Reply each is submitting. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit, or not submit a Reply.

5.10 Commission's Rights to Reject Replies

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

Replies 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 Replies, 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 Replies 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 Reply or on the cost to the State.

5.11 False or Erroneous Information

A Respondent who submits false or erroneous information may be deemed non-responsive, non-responsive or not awarded a Contract. If the Respondent's Reply 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.



ATTACHMENT A

**REQUEST FOR PROPOSAL (RFP)
Information Technology Service Management
RFP No: RFP FGCC 23/24-02
STANDARD CONTRACT**

CONTRACT No. 23-00003

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 Information Technology Service Management Solution, as further described in Attachment I 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. Effective and Ending Dates.** The Contract shall begin on **July 1, 2024**, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Standard Time, on **December 31, 2026**, 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:

- a. may **not** be renewed;
- b. may be renewed for a period not to exceed one (1) year;
- c. may be renewed for a period not to exceed two (2) years;
- d. may be renewed for a period not to exceed three (3) years; or

e. may be renewed for a period not to exceed the original term of the Contract.

5. 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 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.

6. Contract Document. The Contractor shall provide the Contracted Services in accordance with the terms and conditions specified in the Contract, including its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of the Contract by reference. Sections 1.d., 2-4, 6, 8-13, 19, 22, 23, 27, 31, and 35 of 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, such other terms or conditions shall take precedence over the PUR 1000 Form.

7. 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.

8. 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 32 of the Contract.

9. Independent Contractor, Subcontracting and Assignments.

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

10. 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:

a. 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.

b. 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.

c. 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.

11. 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.

12. 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.

13. 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.

14. 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.

a. 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 Attachment I 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.

b. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Official Payee and Party Representatives

a. The Contractor name, as shown on page 1 of the Contract, and mailing address of the official payee to whom the payment shall be made is:

Name:
Address:
City:
Phone:
E-mail:

c. The name, address, telephone number and e-mail address of the contract manager for the Commission for the Contract is:

Name:
Address:
City:
Phone:
E-mail:

b. The name of the contact person and address, telephone, and e-mail address where the Contractor's financial and administrative records are maintained is:

Name:
Address:
City:
Phone:
E-mail:

d. The name, address, telephone number and e-mail of the representative of the Contractor responsible for administration of the program under the Contract is:

Name:
Address:
City:
Phone:
E-mail:

Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of the Contract.

20. Invoices. This is a fixed fee contract. The Contractor shall submit invoices for goods and services rendered in accordance with the RFP, requirements of Attachment B Scope of Work, Section 16 Invoicing and Payment. Invoices for goods and services shall be in sufficient detail for proper pre-audit and post-audit thereof. Where itemized payment for travel expenses is permitted in the Contract, the Contractor shall submit bills for any travel expenses in accordance with section 112.061, Florida Statutes, or at such lower rates as may be provided in the Contract.

21. Final Invoice. 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.

22. 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.

23. Financial Consequences. If the Contractor fails to meet the minimum level of service or performance or provide the Contracted Services and Deliverables identified in the 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 32, 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.

24. 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.

a. 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 Lis or has been engaged in business operations in Cuba or Syria.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

25. 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.

26. Payment on Invoices. Pursuant to section 215.422, Florida Statutes, the Commission has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or the Contract specify otherwise. 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.

27. MyFloridaMarketPlace Transaction Fee.

a. The State of Florida, through the Commission 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.

b. 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.

28. 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.

29. Records, Retention, Audits, Inspections and Investigations.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

30. 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.

- a. 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.
- b. 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.

c. 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.

d. 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.

e. 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 Attachment G, "Affidavit – Notice of Trade Secret", 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.

f. The Contractor shall comply with the following requirements of section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the Commission to perform the service.
2. 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.
3. 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.
4. 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.

- g. 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**

31. 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.

32. Financial Penalties for Failure to Take Corrective Action

a. 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.

b. 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.

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

d. 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.

33. The following termination provisions apply to the Contract:

a. 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.

b. 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.

c. 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.

d. 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.

34. 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.

35. Other Terms

a. 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.

b. 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.

c. **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 \(pride-enterprises.org\)](http://pride-enterprises.org)

d. **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>.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

36. Survival of terms. The parties agree that, unless a provision of the Contract, its attachments, 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.

a. 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 attachments, if any;
2. Any documents incorporated into any Contract attachment by reference;
3. The Contract;
4. Any documents incorporated into the Contract by reference.

37. 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.

38. 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 and that the below is only a sample of the State and Federal laws, rules and regulations that may govern its performance under the Contract.

a. **Federal Law**

Unauthorized aliens shall not be employed. The Commission shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of the Contract by the Commission.

Pursuant to Executive Order 11-116, signed on January 4, 2011, the Commission shall require the Contractor to:

- 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
- 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.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Commission of Homeland Security's E-Verify system can be found at <http://www.e-verify.gov/employers>.

b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or 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 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and FGCC Policy # 03.08.01, Unlawful Discrimination including Sexual Harassment. 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, and 45 CFR 80. This is required of all Contractors that have fifteen (15) or more employees.

c. **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.

d. **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.

e. **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.

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: _____
Print/Type
Name: _____
Title: _____
Date: _____

Signature: _____
Print/Type
Name: Louis Trombetta
Title: Executive Director
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 B

**REQUEST FOR PROPOSALS (RFP)
Information Technology Service Management
RFP No: RFP FGCC 23/24-02
SCOPE OF WORK**

1) Background and Purpose

The Florida Gaming Control Commission is a five-member regulatory body that is responsible for exercising all regulatory and executive powers of the state with respect to gambling, including pari-mutuel wagering, cardrooms, slot machine facilities, oversight of gaming compacts, and other forms of gambling authorized by the State Constitution or law, excluding the state lottery. Our mission is to Preserve and protect the Integrity of gaming activities through fair regulation, licensing, effective criminal investigation, and enforcement.

The Florida Gaming Control Commission (FGCC) is seeking proposals for a comprehensive SaaS IT Service Management (ITSM) solution to streamline our IT operations, improve service delivery, enhance user experience, and ensure IT governance and compliance. The selected solution should offer robust features for incident management, problem management, change management, asset management, service catalog, knowledge management, and reporting/analytics.

2) Broad Scope of Services

The scope of this solicitation is to operationalize a set of IT Service Management standards within a SaaS ITSM tool. Specific deliverables include:

- A flexible SaaS tool that can support a comprehensive set of ITSM processes, including service desk.
- Consulting services for the configuration and implementation of the tool.
- On-going technical support for the tool.

A. Requirements

1. Introduction

To facilitate this delivery, FGCC is seeking assistance from ITSM solution integrators in implementing a SaaS ITSM tool. The scope of the service will include the following:

- a) Provide a SaaS ITSM solution with the required number of licenses as per the table below:

User type	Users
Service desk agents/system administrators	25
Approvers	50
End-users	250

The above table approximates the number of licenses required. The solution's licensing structure should be flexible enough to accommodate variances.

- b) Configuration and integration of the solution
- c) Train FGCC's IT staff on how to maintain the solution.
- d) Provide a minimum of three end-user training sessions to business users. The vendor should provide on-site training at FGCC's premises or web-based training.
- e) Provide ongoing support and maintenance of the solution under a support contract covering priorities, 24/7 support, support levels, timelines, escalation procedures, quality measuring systems, agreed service levels, service level monitoring, and reporting. The contract should specifically cover patching and upgrade support.
- f) Ensure scalability in the development to ensure the ongoing expansion of FGCCs operations.

2. General Solution Requirements

The SaaS tool should provide functionality to support the following IT Service Management processes:

- a) Service Desk
 - The ticketing component shall include, but is not limited to, ticket entry, categorization, prioritization, assignment, incident resolution, time tracking, and templates for common cases.
 - A central point of contact for users to report incidents, make service requests, and seek assistance. It often includes a ticketing system.
 - Robust Onboarding & Offboarding Processes.
 - Self-Service User portal- users can independently initiate service requests,

report issues, access relevant information, check the status, and review comments.

- Profile and ticket types for agency subsections, including workflows, specifics on hardware, software, etc.
- Ticketing shall include task and task assignments.

b) Incident Management:

- Efficient incident logging, tracking, and resolution workflows.
- Tracking and managing incidents (unplanned disruptions or failures) to restore regular service operations quickly.
- Facilitate documentation of security incidents, including identification, containment, eradication, and recovery steps.
- Escalation management and notification capabilities.
- SLA management and performance monitoring.
- Monitor the IT infrastructure for events and alerts and manage responses to ensure optimal performance and availability.

c) Problem Management:

- Root cause analysis tools and capabilities.
- Problem categorization and prioritization.
- Trend analysis and proactive problem resolution.

d) Change Management:

- Change request submission, approval, and implementation workflows.
- Change impact assessment and risk analysis.
- Change scheduling and coordination with stakeholders.
- Provide calendar view of scheduled changes.
- Manage and control changes to the IT environment to minimize the impact on services and ensure that changes are implemented smoothly.

- Plan, schedule, and control the rollout of new software releases and updates to the production environment.
 - Plan, implement, and review changes to IT services.
- e) Asset Management:
- Comprehensive asset discovery and inventory management.
 - Automated discovery of assets.
 - Maintaining an accurate and up-to-date record of all IT assets and their relationships to ensure proper configuration and change management.
 - Hardware and Software Inventory-Accurate and up-to-date inventory of both hardware and software assets.
 - Asset life cycle management (Procurement, deployment, retirement)
 - Integration with other IT management systems (inventory tools)
- f) Service Catalog:
- User-friendly service request catalog with self-service capabilities
 - Automated service fulfillment workflows
 - Integration with the knowledge base and asset management
- g) Service Level Agreements (SLA)
- Defining, monitoring, and managing service level agreements (SLAs) to ensure that services meet agreed-upon performance and quality standards.
 - Performance tracking with clear indicators to identify areas of improvement.
- h) Knowledge Management:
- Centralized knowledge repository for articles, FAQs, and troubleshooting guides.
 - Knowledge capture, validation, and sharing workflows.

- Search functionality with relevance ranking and tagging.
 - Training and documentation.
- i) Integration and Customization:
- Ability to integrate (bi-directional) with third-party tools (e.g., monitoring systems, HR systems, inventory systems to include but not limited to People First, Giga Trak, Remedy Force, M365).
 - API access for custom integrations and automation.
 - Customization options for workflows, forms, and UI branding.
 - Integrations with Security tools for security alerting and ticket creation.
- j) Solution requirements:
- The system must include a built-in email mechanism and not rely on on-premises servers or a separately purchased mail relay service.
 - SaaS/Cloud-Based Configurable System.
 - Capability to customize workflows, forms, and processes to align with the organization's unique requirements and workflows.
 - Supported Operating Systems: Windows 10 and 11, latest release.
 - The system should be able to scale to meet the needs of FGCC as it grows.
 - Clear processes for updates, upgrades, and ongoing maintenance to ensure the system remains current, secure, and efficient.
 - Implement automation to streamline routine tasks and orchestrate workflows to improve efficiency and consistency.
 - Data must be processed and stored within the Continental US.
 - The tool should adhere to an appropriate level of service performance, including availability, service desk, and data retention.
 - Role-based/User Role Management- The tool should have security controls to allow only authorized staff and users to view, open, modify, authorize, and close records based on their role.

- The FGCC should have the option to deactivate user accounts. These accounts should not incur licensing costs.
- The tool should include a self-service portal for business users. The self-service portal should be customizable so that it can be repurposed for other business uses.
- The tool should support designating fields as mandatory.
- The tool should be able to produce 'out of the box' management reports without additional products or consultancy services, including Service Level Achievements/Targets for services. Vendors should specify the available 'out of the box' reports in the response.
- The tool should facilitate the production of management reports from historical records.
- The tool should provide an audit trail for record information and updates (e.g. IDs of individuals or groups opening, updating, and closing records; dates and times of status and activities updates; types of activities).
- The tool should automate notification and escalation to inform IT and users of potential issues or progress.
- The tool should include the option to encrypt sensitive data using the FGCC proprietary encryption keys.
- Data can be shared and transferred across record types (e.g. Incident data can be populated into a change record without reentering data).
- Provide customer survey capability with reporting, customizable notifications, and external logos/branding.
- The ticketing component shall, but is not limited to:
 - Include task and task assignments.
 - Provide workflows for multi-user approvals or complex task coordination.
 - Provide automated escalation of incidents and requests.
 - Provide the ability to create child tickets from a parent ticket and maintain relationships between tickets.

B. User Interface Requirements

The ITSM tool should meet the below user interface criteria:

- User-friendly interface for iOS/iPad OS and Android devices
- User-friendly interface and intuitive design to facilitate adoption and minimize training requirements for IT staff and end-users.
- It should be possible for the system administrator to modify the terminology of the data input and reporting mechanisms.
- The tool should provide facilities for the system administrator to re-brand the solution using the FGCC logo and color pallet.
- Menus, windows, web browsers, or similar techniques should be provided to facilitate ease of use.
- The tool shall also be accessible through IOS and Android applications on mobile devices such as smartphones and tablets. Any mobile application should preferably be compliant with mobile device management solutions.
- A means should be provided of allowing expert users to quickly move between functions and/or enter data, for example, by using function keys or shortcut commands.
- Online context-sensitive help facilities should be provided at all levels.
- Error messages generated by the tool should be informative and meaningful.
- The tool should provide facilities to enable the system administrator to modify the text of help screens.
- The tool should permit the entry by replication and amendment of existing items.
- The tool should provide automatic validation of input data, of which the system administrator can specify the validation criteria.
- The tool should provide the following facilities to specific users to validate input data:
 - a) Authorization check
 - b) Consistency check
 - c) Reports of invalid log-in attempts

- d) Data input fields or options in the tool that are not accessible or editable for a specific (group of) user(s) (based on authorization levels) must be easily recognized (e.g., greyed out).
- The tool should allow defining or adjusting screens, reports, workflow, etc., without the intervention of the Vendor.
- The tool should use list boxes as much as possible to input data fields.
- It should be possible to have more than one screen opened simultaneously.
- It should be possible for the system administrator to limit the number of concurrent user sessions to one.

C. Implementation Plan

The detailed implementation will be worked out in cooperation with the FGCC and should show the level of detail needed to manage the project properly. Items might be:

- Planning per process
- User Requirement specification and validation sessions with the process managers
- User Acceptance Testing (UAT)
- Training

Bidders must provide a detailed plan of a typical integration project based on the information provided, including milestones and deliverables. Please indicate the needed FGCC resources.

Bidders are required to mention the assumptions made regarding this planning.

D. Support

The vendor shall provide 24/7 support to key users agreed upon by the IT department. The Vendor shall indicate and provide various support channels to communicate issues or questions regarding the ITSM Tool (e.g., telephone, email, web portal). Support should be provided in English.

The Vendor shall respect incident priority definitions, including response and resolution times, as set out in the mutually agreed Support Agreement; the Vendor

shall report on the incident response and resolution performance targets (percentages)

E. Project Management

The FGCC will appoint a project manager who will be the vendor's daily contact point and manage the project from the FGCC's position.

The Vendor's Project Manager / Lead consultant reports to the FGCC's designated Project Manager. They will lead the analysis, planning, and implementation process, ensure the achievement of milestones and the quality of project deliverables (on time, on budget), report on planned progress and deviations, provide alerts on risks and resistance to change, and provide guidance to the FGCC's project board in various aspects of the implementation and improvement process including:

- Identify all required resources in anticipation of each module kick-off and implementation and advise the FGCC on how best to ensure the resources are available for the project.
- Ensure regular meetings and discussion of project information amongst all the various groups and sub-groups engaged in the project.
- Weekly project progress documentation on agreed standard templates.
- Report progress to the FGCC's Project Manager.

F. Reporting Requirements

The ITSM tool should meet the below reporting criteria:

- The tool should have:
 - Pre-built and customizable reports and dashboards.
 - Performance metrics tracking (SLAs, KPIs).
 - Trend analysis and forecasting capabilities
 - Structured process for users to provide customer feedback on IT services.
 - Generating reports and analytics to evaluate IT service performance, identify improvement areas, and make data-driven decisions.
 - Accessible dashboards with real-time insights into IT services and resources.
- The tool should be able to present management information about the service management processes that are defined within FGCC's service organization.

- The tool should be able to provide standard management information reports providing statistical information, progress information, and exceptions.
- All reports must be capable of being viewed on-screen or printed.
- There should be an inquiry facility to produce user-defined management information reports.
- The Vendor should give insight into the logical data model the client needs to produce ad hoc reports.
- It should be possible to present management information in graphical form, using facilities within the tool(s) or transferring data in standard format to other utilities.
- All standard management information reports should be capable of being generated for user-defined periods and reporting life cycles of records (e.g., history of status of incidents or changes over a period of time).

G. Security Requirements

The ITSM tool should meet the below security criteria:

- Data encryption in transit and at rest.
- Role-based access control and permissions management.
- The tool should provide a facility to enable the system manager to assign varying access permissions to categories of staff.
- Compliance with industry standards (e.g., GDPR, HIPAA).
- FedRAMP certified or equivalent.
- The tool should have security controls to allow only authorized staff and users to view, open, modify, authorize, and close records based on their role.
- The tool should provide facilities to prevent unauthorized access to data or controls, for example, by user identity and password, with multiple levels of authority and corresponding access permission.
- The tool should support multi-factor authentication.
- The tool should integrate with identity access management solutions.
- It should be possible for the system administrator to modify the allowable range of

IP addresses.

- The tool should support the Single-Sign-On technique to validate user IDs and passwords from the running operating systems. It should support SAML protocol.

H. Vendor Information Required

- Company background and experience in providing ITSM solutions.
- Provide a description of the proposed ITSM solution, including key features and functionalities and how the proposed solution meets each FGCC requirement.
- Pricing model (subscription-based, per user, etc.) and any additional costs (implementation, training, support).
- Service level agreements (SLAs) for support and uptime.
- Client references and case studies.
- Demo if requested.

I. FGCC Responsibilities

FGCC supports close collaboration between its staff and the Vendor's team. Throughout the project will endeavor to:

- Provide workspaces for the Vendor's staff when they work within the FGCC's premises. It will provide the Vendor with all the documents relevant to the integration and support of the solution.
- Facilitate access to the buildings and the network for the Vendor's staff when they work within the FGCC's premises.
- Facilitate contacts with all stakeholders in the project, like, but not limited to, personnel from the IT department, external providers, and internal clients.
- Sponsor the project throughout the organization and provide sufficient support at the senior management level.

J. Expected Duration of Implementation

The Implementation is expected to last not more than **four calendar months** from the commencement.

3) **Control and Ownership of Intellectual Property**

At all times during the term, the Commission 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, under this contract 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.

4) **Public and Confidential Records**

a) **Public Records**: To the extent that information is utilized in the performance of the resulting contract and generated as a result 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 Contractor's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract resulting from this RFP and entitles the Commission to unilaterally cancel the contract. Contractor shall be required to promptly notify the Commission of any requests made for public records.

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.

5) **Staffing Levels**

The Contractor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.

6) **Professional Qualifications and Subcontractors**

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.

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.

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

- a) **Service Delivery Locations:** Contractual services shall be provided at the Agency or the Contractor's office. 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:** Weekly billable hours are not to exceed forty (40) hours unless the Contract Manager provides prior written approval. A five-day (5) regular work schedule will be mutually agreed to in writing unless the Contract Manager provides prior written approval. Work hours are Monday through Friday, Normal Business Hours, but may include after hours, nights, and weekends.
- c) **Equipment:** At its expense, Contractor shall provide all equipment necessary for completion of services required by this contract.

8) **Background Checks**

The contract staff shall comply fully with all policies, security procedures, laws and regulations of the United States, State of Florida, and the Commission in performance of the work proposed.

The contract staff shall successfully pass a level 2 background check conducted by the Commission, before any work may begin.

a) **Background Check**

In addition to any background screening required by the vendor as a condition of employment, the vendor warrants that it will conduct a criminal background screening of, or ensure that such screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees or other person, hereinafter referred to as "Person" or "Persons," operating under their direction who directly perform services under the Contract, whether or not the Person has access to State of Florida Data, as well as those who have access, including indirect access, to State of Florida Data, whether or not they perform services under the Contract. The vendor warrants that all Persons will have passed the Background Screening described herein before they have Access to Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years, where six (6) years of historical information is available.

“Access” means to review, inspect, approach, instruct, communicate with, store data in, retrieve data from, or otherwise use any data, regardless of type, form, or nature of storage. Access to a computer system or network includes local and remote access.

“Data” means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether it is exempt, confidential, or personal health information. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

The minimum background check process will include a check of the following databases through a law enforcement Commission, or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

- Social Security Number Trace, and
- Criminal Records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).

b) Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six (6) years from the date of the court’s determination for the crimes listed below, or their equivalent in any jurisdiction, the vendor is required to immediately remove that Person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are:

- Computer related or information technology crimes;
- Fraudulent practices, false pretenses and frauds, and credit card crimes;
- Forgery and counterfeiting;
- Violations involving checks and drafts;
- Misuse of medical or personnel records; and
- Felony theft.

If the vendor finds a Disqualifying Offense for a Person within the last six (6) years from the date of the court’s disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have access to State of Florida Data. The vendor will consider the following factors only in making the determination: i.) nature and gravity of the offense, ii.) the amount of time that lapsed since the offense, iii.) the rehabilitation efforts of the person and iv.) relevancy of the offense to the job duties of the Person. If the vendor determines that the Person

should be allowed access to State of Florida Data, then vendor shall maintain all criminal background screening information and the rationale for such access in the Person's employment file.

c) Refresh Screening

The vendor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each person during the Term of the Contract.

d) Self-Disclosure

The vendor shall ensure that all Persons have a responsibility to self-report within three (3) calendar days to the vendor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The vendor shall immediately reassess whether to disallow that Person access to any State of Florida premises or from directly performing services under the Contract.

In addition, the vendor shall ensure that all Persons are responsible for self-reporting to the vendor within three (3) calendar days, any arrest for any Disqualifying Offense. The vendor shall notify the Commission's Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

e) Duty to Provide Security Data

The vendor will maintain the security of State of Florida Data, including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The vendor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding information security. Data cannot be disclosed to any person or entity not directly approved to participate in the scope of work outlined in the resulting Contract.

f) Commission's Ability to Audit Screening Compliance and Inspect Locations

The Commission reserves the right to audit the vendor's background screening process upon two (2) days prior written notice to the vendor during the Term of the Contract. FGCC will have the right to inspect the vendor's working area, computer systems, and/or location upon two (2) business days prior written notice to the vendor to ensure that access to the State of Florida Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

g) Record Retention

The vendor shall retain a list of all persons with Access to Data, including a statement confirming that each person has passed the background screening required herein. Such a statement shall not include the substance of the screening results, only that the person has passed the screening.

The vendor shall create a written policy for the protection of Data, including a policy and procedure for Access to Data.

The vendor shall document and record, with respect to each instance of Access to Data:

- The identity of all individuals who accessed data in any way, whether those individuals are authorized persons or not;
- The duration of the individual(s)' access to Data, including the time and date at which the access began and ended;
- The identity, form, and extent of Data accessed, including, but not limited to, whether the individual accessed partial or redacted versions of Data, read-only versions of Data, or editable versions of Data; and
- The nature of the access to Data, including whether Data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The vendor shall retain the written policy and information required in this subsection for the duration of the Contract and a period of no less than five (5) years from the contract's termination date and any Contract extensions. The written policy and information required in this subsection shall be included in Commission's audit and screening abilities as defined in this RFP, Commission's Ability to Audit Screening Compliance and Inspect Locations. The written policy and information required in this section shall also be subject to immediate disclosure upon written or oral demand at any time by the Commission or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this section shall be considered a breach of the Contract. The resulting damages to the Commission from a breach of this section are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The parties acknowledge that these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages. The vendor therefore agrees to credit FGCC the sum of **\$500.00** for each breach of this section.

h) Indemnification

The vendor agrees to defend, indemnify, and hold harmless the Commission, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of this section. The vendor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this section for a two (2) year period following the breach.

9) 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 Contract Manager will provide yearly on-site visits to review each 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;
- vi) Be available for consultation throughout the project;
- vii) Review the Contractor's invoices for accuracy and thoroughness and process them on a timely basis;
- viii) Review and approve in its sole good faith discretion the assignment of all team members, both initially proposed and any subsequent changes;
- ix) Maintain paper, electronic and final archive copies of all deliverables;
- x) Expediently respond to inquiries or requests from Contractor; and
- xi) Provide meeting sites when necessary.

b) Commission Determinations:

- i) The Commission maintains exclusive authority to make determinations regarding acceptability of services provided by the Contractor.
- ii) The Commission shall advise the Contractor of any services determined to be unacceptable, and the corrective action to be taken by the Contractor, through a Corrective Action Plan.

c) Monitoring Requirements:

- i) The Commission Contract Manager or designee 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. Prior to each monitoring event, the Commission

Contract Manager shall identify for the Contractor all records, reports, documents, or contract elements that shall be used in conducting the monitoring.

10) Cooperation with Inspector General

Pursuant to s. 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.

11) Reporting Requirements

The Contractor shall provide all reports and supporting documentation required by this contract.

12) Contract Term

The anticipated original contract period will begin upon execution of the contract or June 1st, 2024, whichever is later. The original contract period is for seven (7) months and may be renewed in writing by the parties hereto for up to an additional thirty-six (36) month period, subject to section 21 herein.

13) Contract Renewal

If initially competitively procured, contracts for contractual services may, upon mutual agreement, be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. 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.

14) 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 Contractor.

15) 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 because of this Request for Proposal.

16) Invoicing and Payment

a) Payment Clause

- i) **The State's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.**
- ii) This is a fixed-price contract. The Commission shall pay the Contractor in accordance with the pricing submitted on Attachment C, Cost Reply for the progress and completion of approved activities listed in this Scope of Work.

b) Invoice Requirements

i) Submission of Invoice by Contractor

- (1) Contractor shall submit invoices on or before the fifth (5th) 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 submitted for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.
- (3) All invoices for any travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.
- (4) The Commission's ticketing system will be used to track work activities and the Contractor Time Reporting system time sheets will be used for time tracking. Work record and time submission shall be made by the fifth (5th) day of each month detailing the previous calendar's month's activity and submitted with the monthly invoice.

ii) Payment of Invoice by Commission

- (1) The Commission will have fifteen (15) days from receipt to review the invoice and each of the items required to be delivered by Contractor to Commission with the invoice. The Commission shall pay the invoice within twenty (20) days thereafter subject to review of claimed expenditures and receipt of supporting documentation in sufficient detail to support the payment request. Invoices must be delivered to the Florida Gaming Control Commission 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 a 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.

17) Staffing Changes

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

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, 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 in the event that circumstances necessitate the replacement of previously assigned personnel.

18) 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 by 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.

19) 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:

- a) 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 affect 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.

20) Financial Consequences for Failure to Timely and Satisfactorily Perform

The Commission reserves the right to impose financial consequences upon the Contractor for failure to comply with the performance standard requirements set forth below.

FINANCIAL CONSEQUENCES	
Performance Standard Requirement	Financial Consequences
The Contractor shall complete the implementation of items outlined within the scope of work within eight (8)-months of contract execution.	FGCC shall withhold payment due to the Contractor and impose a \$50.00 penalty per day for each calendar day the state performance Standard Requirement is not met or is overdue.
The Contractor will submit the deliverables by the agreed schedule due date.	FGCC shall withhold payment due to the Contractor and impose a \$50.00 penalty per day for each calendar day the state performance Standard Requirement is not met or is overdue.

21) Notification of Instances of Fraud

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

22) Change of Ownership

- a) If a change of ownership of the company is anticipated at any time during the term, 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 Contractor, including without limitation any sale of substantially all of the assets of Contractor, or any merger, consolidation, reorganization or other change of ownership of more than 50% of the stock of 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 C

**REQUEST FOR PROPOSALS (RFP)
Information Technology Services Management
RFP No: RFP FGCC 23/24-02
COST REPLY**

No	Description	Unit price	Total price
1	Software licensing		
1.1	IT Service Management solution		
2	Consultancy services		
2.1	Installation, implementation, integration, and testing		
2.1.1	Project manager		
2.1.2	Process consultant		
2.1.3	Technical Consultant		
2.1.4	Integration consultant		
2.1.5	Expenses		
2.2	Training (both technical and non-technical)		
2.2.1	Trainer		
2.2.2	Expenses		
3	Support and Maintenance		
3.1	Support and maintenance: year 1		
3.2	Support and maintenance: year 2		
3.3	Support and maintenance: year 3		
3.4	Support and maintenance: year 4		
3.5	Support and maintenance: year 5		
		Total	

Please note that this is only a summary page. Bidders are required to provide a detailed pricing breakdown, including the payment schedule, within their RFP response.



ATTACHMENT D

**REQUEST FOR PROPOSALS (RFP)
Information Technology Service Management
RFP No: RFP FGCC 23/24-02
EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
A. Technical Response Submittal	
1. Administration and Management	5
<ul style="list-style-type: none">• Description of Proposed Work Activities, Responsibilities, Staffing Levels• Communication and Reporting• Corporate Experience and Capability	
2. Technical Approach Reply	70
<ul style="list-style-type: none">• General Solution Requirements Approach• User Interface Requirements Approach• Implementation Plan Approach• Support Approach• Project Management Approach• Reporting Approach• Security Requirements Approach	
B. References	5
<ul style="list-style-type: none">• Detailed description of each referenced project (describe each project the respondent has completed for the references provided in this RFP).• Referenced firm's name and contact person's name, telephone number, and position for each referenced project.	
TOTAL	80
C. Cost Proposal	20
<ul style="list-style-type: none">• Budget Summary to the extent that offers justification for each of the cost categories that will be incurred through the respondent's program reply.	
D. Total Possible Points for the Response Submittal	100 Points

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

$$(A/B = C) \times M = P$$

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 (= ___ 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 Reply utilizing the Price Information Sheet provided as Attachment C. Contractors are encouraged to submit a Cost Reply 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:** _____ (Check One: Reply___ Negotiation___)



ATTACHMENT E

**REQUEST FOR PROPOSALS (RFP)
Information Technology Service Management
RFP No: RFP FGCC 23/24-02
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

**REQUEST FOR PROPOSALS (RFP)
Information Technology Service Management
RFP No: RFP FGCC 23/24-02
MANDATORY EVALUATION REQUIREMENTS**

A. It is **MANDATORY** that the Respondent submits its reply within the timeframe specified in section 1.2, Timeline of Events.

B. It is **MANDATORY** that the Respondent return, in accordance with the requirements of section 3.6, one (1) original, signed and sealed Technical Reply, two (2) paper copies of the signed original, and one (1) electronic copy of the signed original Technical Reply (on electronic media), which includes the following required attachments:

1. Attachment E – Reference Form
2. Attachment G – Affidavit – Notice of Trade Secret
3. Attachment K – Certification and Assurances
4. 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).

C. It is **MANDATORY** that the Respondent return, in accordance with the requirements of section 3.6, one (1) original, signed and sealed Attachment C, Cost Reply, two (2) paper copies of the signed original and one (1) electronic copy of the signed original Cost Reply (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 G

**REQUEST FOR PROPOSALS (RFP)
Information Technology Service Management
RFP No: RFP FGCC 23/24-02
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 subsection 688.002 (4) F.S., 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 Draft 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

3. 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):

- a. 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.
- b. 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.
- c. 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.
- d. 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



ATTACHMENT H

**REQUEST FOR PROPOSALS (RFP)
Information Technology Service Management
RFP No: RFP FGCC 23/24-02
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:

- A. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transaction (29 CFR Part 95 and 45 CFR Part 74)**
- B. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- C. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- D. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- E. Certification Regarding Scrutinized Companies Lists and Business Operations in Cuba or Syria, section 287.135, F.S.**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 45 CFR Part 74).

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

B. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of this contract, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the

Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that the Commission and the United States have the right to seek judicial enforcement of the assurance.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

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, F.S., 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.

D. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117).

As a condition of this contract, the Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117. Note: As of June 20, 2011, this matter is in litigation in the District Court for the Eastern District of New York.

The Contractor shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

E. CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS AND BUSINESS OPERATIONS IN CUBA OR SYRIA, SECTION 287.135, F.S.

If this contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., 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 Sector 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), F.S., and is not engaged in a Boycott of Israel.

These lists are created pursuant to section 215.473, F.S.

The Contractor understands that pursuant to section 287.135(3)(a)4 and 5., 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)