



**REQUEST FOR PROPOSAL (RFP)
Compulsive or Addictive Gambling Prevention Program
RFP No: RFP FGCC 23/24-03**

Issuing Officer: Lisa M. Mustain
Director of Administration
Division of Administration
State of Florida, Florida Gaming Control Commission
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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 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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Attachment	Name	Attachment Sub- components, if any	TO BE COMPLETED AND RETURNED	Attached for Reference Only
A	Standard Contract		<input type="checkbox"/>	<input type="checkbox"/>
B	Scope of Work		<input type="checkbox"/>	<input type="checkbox"/>
C	Cost Proposal		<input type="checkbox"/>	<input type="checkbox"/>
D	Evaluation Criteria		<input type="checkbox"/>	<input type="checkbox"/>
E	References Form		<input type="checkbox"/>	<input type="checkbox"/>
F	Mandatory Requirements for Evaluation		<input type="checkbox"/>	<input type="checkbox"/>
G	Affidavit – Notice of Trade Secret		<input type="checkbox"/>	<input type="checkbox"/>
H	Financial and Compliance Audit Form & Exhibit 1		<input type="checkbox"/>	<input type="checkbox"/>
I	Certifications and Assurances		<input type="checkbox"/>	<input type="checkbox"/>

Section 1. INTRODUCTION

1.1 Purpose

As set forth in section 551.118, Florida Statutes, the State Legislature established a Compulsive or Addictive Gambling Prevention Program (“Program”) that requires the Florida Gaming Control Commission (“Commission”), to recognize problem gaming situations and to implement

responsible gaming programs and practices. The Commission is issuing this Request for Proposals (“RFP”) to provide services related to the prevention of compulsive and addictive gambling.

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 the Vendor Information Portal (VIP)	1:00 p.m.	05/01/2024
Deadline to submit questions to the Issuing Officer.	5:00 p.m.	05/08/2024
Anticipated date of answering Respondents’ questions on VIP	1:00 p.m.	05/13/2024
Deadline to submit Reply and all required documents to the Issuing Officer.	5:00 p.m.	05/28/2024
Public bid opening (non-mandatory) Conference Room 235Q 4070 Esplanade Way, Suite 250 Tallahassee, FL 32399	2:00 p.m.	05/29/2024
Anticipated date to post Notice of Intent to Award on VIP.	N/A	06/19/2024
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, Florida Statutes, from 8:00 a.m. to 5:00 p.m., Eastern Standard Time.

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

Commission – The Florida Gaming Control Commission

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

Contract – A binding agreement that results from this competitive procurement, if any, between the Commission (FGCC) and the Vendor. (This definition replaces the definition in the PUR 1000).

Contractor – A vendor or joint venture, as described in chapter 607, Florida Statutes, that enters into a Contract as a result of this solicitation.

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

MyFloridaMarketPlace (MFMP) – The State's eProcurement system. MyFloridaMarketPlace is accessible at: [MyFloridaMarketPlace / State Purchasing / Business Operations - Florida Department of Management Services](#)

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

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

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

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

Responsive Vendor/Contractor – A vendor or contractor that has submitted a bid, proposal, or 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's bidding system developed in accordance with section 287.042(3)(b)2, Florida Statutes. The Vendor Information Portal is accessible at: <https://vendor.myfloridamarketplace.com/>.

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 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 Issuing Officer

In accordance with section 21 of the PUR 1001: The Issuing 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 Issuing Officer is:

Name: Lisa M. Mustain, PMP, CPPB Division
of Administration
State of Florida, Florida Gaming Control Commission 4070
Esplanade Way, Suite 250
Tallahassee, FL 32399-7033
Email: Lisa.Mustain@flgaming.gov

*****All Emails to the Issuing 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 a Compulsive or Addictive Gambling Prevention Program providing Helpline, advertising, community outreach services, and slot machine gaming facility employee training services. The Commission reserves the right to

award to one Respondent, statewide or by region, or to make no award, as determined to be in the best interest of the State.

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

2.5 Term

The term of the Contract will be two (2) 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 \(myflorida.com\)](#)

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. 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. 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. To clarify the Respondents' status regarding 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 for 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 below formula: $\text{Maximum Cost Proposal Points} \times (\text{Lowest Proposal Cost} / \text{Respondent's Proposal Cost}) = \text{COST SCORE}$ 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 a Compulsive or Addictive Gambling Prevention Program providing Helpline, advertising, and community outreach/training services to a Respondent who offer 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 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 Contract to 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 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 \(myflorida.com\)](#)

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 industrial specific language. The Commission will not accept any unrequested terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's 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 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 23/24-03

Request for Proposal for Compulsive or Addictive Gambling Prevention Program

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 23/24-03

Request for Proposal for Compulsive or Addictive Gambling Prevention Program

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:
 - o 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.



**Florida Gaming
Control Commission**
flgaming.gov

ATTACHMENT A

**REQUEST FOR PROPOSAL (RFP)
Compulsive or Addictive Gambling Prevention Program
RFP No: RFP FGCC 23/24-03**

STANDARD CONTRACT

**CONTRACT No. 23-00004
CSFA No. 41.50**

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 provision of services related to the prevention of compulsive and addictive gambling as required by section 551.118, Florida Statutes, 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 **June 30, 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 \$2,000,000 in a fiscal year, 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 in the course of 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

in the course of 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.

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:
Email:

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:

19. Official Payee and Party Representatives. 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 cost-reimbursement contract. The Contractor shall submit invoices for goods and services rendered in accordance with the RFP, requirements of Attachment B Scope of Work, Section 26 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 287.35(5) or if the Contractor has been placed on the Scrutinized Companies with Activities in Sudan List 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.

h. Contracts Funded with State Assistance, Contractor Requirements:

The Contractor shall provide a financial and compliance audit to the Commission as specified in Attachment H (Financial and Compliance Audit Form) and ensure that all related party transactions are disclosed to the auditor.

1. Include the audit and record-keeping requirements, as well as the requirements of section 215.97, Florida Statutes, in all approved subcontracts and assignments.

2. If the Contract indicates that the Contractor is a recipient or subrecipient, the Contractor shall comply with the requirements of section 215.97, Florida Statutes, and perform the required financial and compliance audits in accordance with section 215.97 Florida Statutes, as applicable, and conform to the following requirements:

i. Documentation. To maintain separate accounting of revenues and expenditures of funds under the Contract and each CSFA or CFDA number identified in the RFP, Attachment H , Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures.

The Contractor must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under the Contract which evidences that expenditures are:

- 1) in compliance with laws, rules, and regulations applicable to expenditures of State funds including, but not limited to, the Reference Guide for State Expenditures;
- 2) reasonable; and

- 3) necessary in order for the recipient or subrecipient to fulfill its obligations under the Contract.

The documentation described herein is subject to review by the Commission and/or the State Chief Financial Officer and the Contractor will timely comply with any requests for documentation.

ii. Financial Report. The Contractor shall submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of the Contract to the Commission within 45 days of the end of the Contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the Contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate, and directly related to the Contract.

iii. Pursuant to section 215.971, Florida Statutes, the Contractor shall administer state financial assistance received as follows:

- 1) expend funds only for allowable costs resulting from obligations incurred during the specified agreement period;
- 2) any balance of unobligated funds that has been advanced or paid to the Contractor shall be refunded to the Commission; and
- 3) funds paid by the Commission in excess of the amount to which the Contractor is entitled under the terms and conditions of the Contract shall be refunded to the Commission within 45 days of the earlier of the expiration of, or termination of, the Contract.

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 <http://www.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:

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

FLORIDA GAMING CONTROL COMMISSION:

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

STATE AGENCY 29 DIGIT FLAIR CODE: 41-20-2-520001-41501050-00-100051-00
Federal Tax ID # (or SSN): XX-XXXXXX **Provider Fiscal Year Ending Date:** XX/XX/XX.



ATTACHMENT B

**REQUEST FOR PROPOSAL
Compulsive or Addictive Gambling Prevention Program
RFP NO: RFP FGCC 23/24-03
SCOPE OF WORK**

1) Background and Purpose

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

The Commission has determined that the Request for Proposal (RFP) public solicitation process would result in the best value for the state through identification of a vendor that possesses the necessary experience and qualification needed to provide the required services successfully. The purpose of this solicitation is to establish a contract for provision of professional services to administer the Program, through a combination of targeted help, advertising, training, and community outreach services as set forth in this Scope of Work. The advertising services component shall, specifically and in part, encourage responsible gaming practices and publicize a gambling telephone help line both publicly and inside designated slot machine gaming areas of licensees’ facilities, as required by section 551.118, Florida Statutes.

All quantities, qualities and other service requirements set forth in this Scope of Work represent **minimum** standards. The Commission encourages vendors responding to this competitive solicitation to exceed minimum standards in their proposals to the extent desirable and practicable, which standards will factor into vendor evaluation and selection as further set forth in the solicitation.

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

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

2) Trade Name

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

Trade Name Proposed: _____

3) **Broad Scope of Services**

As further set forth in this Scope of Work and as may further be directed by the Commission, Contractor shall be responsible for development and provision of a statewide compulsive and addictive gambling prevention program in furtherance of Section 551.118, Florida Statutes and Rule 75-14.019 of the Florida Administrative Code, to include the following:

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

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

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

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

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

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

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

The training program shall include live in-person training sessions at the slot machine gambling facilities annually, where applicable with a slot machine licensee compulsive gambling program, and online training modules. The training program shall also include site visits to determine the effectiveness and implementation of prior training sessions.

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

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

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

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

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

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

4) **Help Services**

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

Additional features / services required in Help Services include:

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

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

ii) **Alternative Public Assistance Platforms for Help Line Contact:** In addition to voice calls and unless otherwise directed by the Commission, the Help Line shall be accessible via alternative public assistance platforms and manners of contact (any manner of contact established by this contract and successfully placed by a Client, a Help Line "Contact"), by which individuals can reach out for help or information regarding problem and compulsive gambling, for example if they are at work, too emotional to talk or simply want to ensure confidentiality due to their standing in the community, as follows:

(1) Text Messaging;

(2) Live Chat, operable on desktop computer, tablet and smart mobile phone devices with an internet connection;

(3) Social Media, including X, formerly known as Twitter, and as further defined in Section 5(c) herein; and

(4) Email.

All alternative public assistance platforms and manners of Help Line contact set forth above shall feature the same 24/7 availability and be entitled to receive all the same services free of charge, as voice calls.

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

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

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

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

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

- iv) Database:** At all times throughout the term unless otherwise directed by the Commission, Contractor shall maintain an electronic database (“Database”) on behalf of and subject to the direction of the Commission, to securely and confidentially store contact information of and Help Services provided to all persons contacting and assisted by the Help Line, track Contractor performance including without limitation any minimum quotas set forth in this contract, and produce related Monthly or Quarterly Reports and Annual Reports (as defined in Sections 8 and 9 respectively herein), in compliance with the terms of this contract and all applicable laws.
- b) Mobile App:** In connection with the Help Line and always throughout the term unless otherwise directed by the Commission, Contractor shall develop and make available to Help Line contacts a phone application for free download on Android and iOS (“Mobile Application” or “App”). At a minimum, the App shall provide users with one-touch access to the Help Line via all manners of contact with same 24/7 continuous availability.
- c) Website:** In connection with the Help Line and always throughout the term unless otherwise directed by the Commission, Contractor shall develop and make available to Help Line contacts a problem gambling website, including without limitation as follows:

 - i) Continuous Availability:** The Website shall be always live throughout the contract term, twenty-four (24) hours per day, seven (7) days per week, including holidays. In the event of any disruption in service, Contractor shall promptly notify and provide the Commission with written documentation of said disruption, including the length and cause of disruption, and any corrective action or plan initiated by Contractor.
 - ii) Mobile Friendly:** The Website shall be fully functional and optimized for use on smart mobile phone devices and tablets on Android and iOS platforms, in addition to desktop computer.
 - iii) Search Engine Optimized:** At all times throughout the term, Contractor shall apply industry standard search engine optimization techniques to maximize organic visibility and results of Website on Google and other popular search engines.
 - iv) Live Chat:** At all times throughout the term, the Website shall host and prominently feature live chat, with one-click access to the Help Line.

- v) **Video Content:** At all times throughout the term, the Website shall host all new and preexisting video content relating to the Program.
- (1) **Ongoing Content.** Throughout the term, Contractor shall produce one (1) new video per contract quarter relating to problem gambling and recovery. All videos shall be original, engaging and informative, of professional video and audio quality, and at least two (2) minutes in length unless otherwise approved by the Commission.
- (2) **Educational Video.** In addition to producing ongoing video content each quarter as set forth above, Contractor shall also produce one (1) educational video per contract year to inform family members and other concerned persons of the warning signs of problem gambling and how to obtain help. At all times during the term, the current educational video shall be prominently featured on the Website homepage.
- vi) **Social Media:** At all times throughout the term, the Website shall host and/or prominently feature links to, as applicable, the Commission's Social Media Accounts as further set forth in Section 5(c) herein.
- vii) **Web Letters:** At all times throughout the term, the Website shall host and include links to a forum with all web letters produced by Contractor and any preexisting web letters. Throughout the term, Contractor shall produce one (1) web letter per calendar month. Web letters shall be informational and educational, and vary topically based on available resources, statistics compiled from the Help Line, clinical information, and timely seasonal topics (for example, Kentucky Derby wagering). Contractor shall timely promote all web letters produced by Contractor pursuant to this contract on the Commission's Social Media Accounts, as further set forth in Section 5(c) herein.
- viii) **News and Current Events Section:** At all times throughout the term, the Website shall include a section with news and current events relevant to problem gambling and recovery. The news and current events section shall include a link to the current monthly web letter.
- ix) **Quarterly Newsletter:** At all times during the term, the Website shall host the most recent quarterly Newsletter, as well as a complete archive of previous Newsletters, as produced by Contractor for Slot Facility employees pursuant to Section 6(e) herein.
- x) **Problem Gambling Awareness Month:** At all times during Problem Gambling Awareness Month (PGAM) each month of March during the term, the Website shall include a dedicated page for Floridians to use relating to the month-long awareness campaign, as further set forth in Section 5(f) herein.
- d) **Self-Help Materials:** In connection with the Help Line and at all times during the term unless otherwise directed by the Commission, Contractor shall produce and distribute the Compulsive or Addictive Gambling Prevention Promotional Items and Self-Help Recovery Workbooks, as further set forth in Section 6(c) herein.
- e) **Minimum Quotas:** For each contract year during the term in connection with the Help Line Services set forth above, Contractor shall be subject to the following minimum quotas:

- i) Service five thousand (5,000) Help Line Contacts in the aggregate, irrespective of manner of contact.
- ii) Service forty-five (45) Help Line Contacts initiated by text message.
- iii) Service sixty-five (65) Help Line Contacts initiated by live chat.
- iv) Achieve ten million (10,000,000) Website impressions/hits/visits.

5) **Advertising Services**

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

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

Additional features / services required in Advertising Services:

- a) **Billboards:** At all times during the term unless otherwise directed by the Commission, Contractor shall advertise the Content on a minimum of fifteen (15) billboards within Miami-Dade and/or Broward Counties per contract year, in a strategic, high traffic and high visibility location within close proximity to a Slot Facility (as defined in Section 6 herein).
- b) **Online:** At all times during the term unless otherwise directed by the Commission, Contractor shall strategically advertise the Content and the Website through paid and unpaid internet search engine advertising and search engine optimization, mobile advertising, display advertising, website promotions, internet links, pay-per-click services and partner-agency website links to the Contractor’s website throughout the year.
- c) **Social Media:** For purposes of this contract, the Commission’s “Social Media Accounts” shall specifically include X formerly known as Twitter. At all times during the term unless otherwise directed by the Commission, Contractor shall utilize the Commission’s Social Media Accounts to develop and conduct social media campaigns advertising the Content and strategically targeting and effectively engaging persons in need of assistance from the Help Line, including without limitation as follows:
 - i) **X, formerly known as Twitter:**
 - (1) Daily throughout the term, Contractor shall actively manage, monitor, respond to questions and comments within a four-four (4) hour period, post new and engaging

content and otherwise timely and effectively engage with persons on the Commission's X, formerly known as Twitter, account.

- (2) In connection with social media campaigns, Contractor shall strategically employ methods to gain new X, formerly known as Twitter, followers and increase actual reach, impressions and likes.
- (3) **Minimum Quotas:** For each contract year during the term in connection with the X, formerly known as Twitter services, set forth above, Contractor shall be subject to the following minimum quotas:
 - (a) Two hundred thousand (200,000) unique impressions of Content.
- d) **Radio and Television:** During each year of the term unless otherwise directed by the Commission, Contractor will advertise the Content to targeted audiences and demographics through strategic placement of at least four (4) radio and/or television commercials during major sporting events.
- e) **Public Transit and Telephone Kiosks:** At all times from July through at least October of each fiscal year during the term unless otherwise directed by the Commission, Contractor shall advertise the Content within Miami-Dade and Broward Counties as follows:
 - i) One hundred (100) taxicabs, simultaneously
 - ii) Three (3) public buses, simultaneously
 - iii) Ten (10) public telephone kiosks, simultaneously (individually and collectively, "Kiosks")
- f) **Problem Gambling Awareness Month:** At all times during Problem Gambling Awareness Month (PGAM) each month of March during the term unless otherwise directed by the Commission, Contractor shall include PGAM together with the Help Line in the provision of all its Services, including without limitation as follows:
 - i) Partner with the National Council on Problem Gambling to accomplish a mutually agreed upon PGAM objective within Miami-Dade and Broward Counties throughout the entire month of March;
 - ii) Develop a dedicated PGAM page on the Website, as further set forth in Section 4(c)(x) herein;
 - iii) Distribute Compulsive or Addictive Gambling Prevention Promotional Items, as further set forth in Section 6(c)(i) herein, customized for PGAM; and
 - iv) Perform all Advertising Services, including without limitation through social media, in connection with PGAM.
- g) **Minimum Quotas:** For each contract year during the term in connection with the Advertising Services set forth above, Contractor shall be subject to the following minimum quotas:

- i) Billboard exposures and impressions of twelve million five hundred thousand (12,500,000)
 - ii) Any combination of online and/or social media (but specifically excluding Website as measured separately above) exposures and impressions of four million (4,000,000)
 - iii) Any combination of radio and/or television impressions of forty million (40,000,000)
 - iv) Any combination of public transit and/or Kiosk impressions of seventy-five million (75,000,000)
- (1) PGAM exposures from PGAM-specific Advertising Services (including without limitation distribution of Compulsive or Addictive Gambling Prevention Promotional Items, but specifically excluding overlap with any of the above Advertising Services quotas not relating to PGAM) of two hundred thousand (200,000)

6) Slot Machine Gaming Facility Employee Training Services

Contractor shall establish a Compulsive or Addictive Gambling Prevention Program (“Addictive Gambling Prevention Program” or “AGPP”) in compliance with all the requirements of Florida Administrative Code Rule 75-14.019 (the “Addictive Gambling Prevention Program Rule”) and provide various Training Services in connection therewith to employees of slot machine gaming facilities duly licensed in Florida (“Slot Facilities”).

NOTE: The Contractor shall not charge the Slot Facilities for these services.

Unless otherwise directed by the Commission, the Addictive Gambling Prevention Program and related Training Services shall specifically include, without limitation, the following components:

- a) **Online Training Modules:** At all times throughout the term unless otherwise directed by the Commission, Contractor shall offer online training modules that can be used by Slot Facilities to train their employees in awareness of compulsive and addictive gambling, including without limitation all new employee training required by the Addictive Gambling Prevention Program Rule.
 - i) **Required Topics:** The online training modules shall include information on compulsive gambling behavior, vulnerable populations, techniques to address compulsive gambling problems, assistance and referral programs, and all other topics required by the Addictive Gambling Prevention Program Rule.
 - ii) **Quizzes and Certifications:** Each online training module shall feature (a) an end-of-module quiz requiring a minimum proficiency score of eighty percent (80%) for successful completion, (b) a certificate of completion, copies of which shall be electronically delivered to each of the employee and the Slot Facility immediately upon successful completion.
- b) **Live Training:** During each fiscal year of the term unless otherwise directed by the Commission, Contractor shall conduct in-person follow-up AGPP trainings at each Slot Facility in Florida to reinforce Slot Facility employee training for employees who have

direct contact with customers in gaming areas of Slot Facilities. For purposes of measuring and evaluating effectiveness, at each training session Contractor shall administer to all employees in attendance pre- and post- evaluations demonstrating AGPP training objectives were successfully met.

- c) **Self-Help Materials**: At all times during the term unless otherwise directed by the Commission, Contractor shall produce and distribute sufficient quantities of printed self-help materials (individually and collectively, "Self-Help Materials") to educate persons about compulsive gambling and inform them of the 24/7 availability of the Help Line and other local and statewide resources and sources of treatment for compulsive gamblers and their families, as follows:
- i) Signs, posters, placards, brochures, fact sheets, newspapers and/or other Compulsive or Addictive Gambling Prevention Promotional Items featuring the 24/7 availability of the Help Line (individually and collectively, "Compulsive or Addictive Gambling Prevention Promotional Items") placed and made available to patrons at designated slot machine gaming areas of Slot Facilities, as well as to all persons accessing the Help Line and in furtherance of any strategic partnerships established pursuant to this contract; and
 - ii) Recovery workbooks ("Recovery Workbooks") made available to all Help Line Contacts, as well as professionals servicing the targeted population.

Inclusiveness Required. All Self-Help Materials, including without limitation Recovery Workbooks, shall be produced in both English and Spanish, and in the spirit of reaching vulnerable target populations who may be unable to seek other avenues of help due to lack of services in their area, and/or physical, language, cultural or other barriers.

Self-Promotion Prohibited. Contractor specifically acknowledges and agrees that any and all Self-Help Materials produced and distributed by Contractor pursuant to this contract, including without limitation any Compulsive or Addictive Gambling Prevention Promotional Items, shall be utilized by Contractor strictly for problem gambling purposes as set forth herein, and that any self-promotion whatsoever by Contractor in connection with any Compulsive or Addictive Gambling Prevention Promotional Items or performance of any other Service or reimbursable expense herein is strictly prohibited.

- d) **Newsletters**: During each month of September, December, March and June of the term unless otherwise directed by the Commission, Contractor shall produce, offer and distribute to all employees of Slot Facilities enrolled in Addictive Gambling Prevention Program live trainings who elect to receive it, a quarterly newsletter relating to problem gambling news and information (the "Newsletter"). In addition to hosting the Newsletter on the Website as set forth in Section 4(c)(ix), Contractor shall distribute the Newsletter electronically and in hard copy via U.S. mail, per subscriber preferences.
- e) **Minimum Quotas**: For each contract year during the term in connection with the Training Services set forth above, Contractor shall be subject to the following minimum quotas:
- i) Successful completion of online training modules by three hundred fifty (350) Slot Facility employees.

- ii) A minimum of seventy-five (75) in-person follow-up AGPP employee training sessions shall be conducted at Slot Facilities, and a minimum of seven hundred and fifty (750) Slot Facility employees shall receive training in the aggregate.
- iii) Distribution of eighty thousand (80,000) items of Compulsive or Addictive Gambling Prevention Promotional Items to any combination of Slot Facilities, Help Line Contacts, permitted partner organizations and/or PGAM event attendees.
- iv) Distribution of seven thousand five hundred (7,500) Recovery Workbooks to Help Line Contacts.
- v) Distribution of seven thousand (7,000) Newsletters to Slot Facility employees

7) Community Outreach Services

During each fiscal year of the term, and subject to direction and approval at all times and in each instance by the Commission in its sole and absolute discretion, Contractor shall identify and secure, within surrounding areas of Slot Facilities in Broward and/or Miami-Dade Counties, two (2) strategic partnerships with organizations capable of engaging all sectors of the population in a community-wide effort to address the issue of problem gambling. Each strategic partnership established pursuant to this contract shall effectively engage in and provide Community Outreach Services directly relating to problem gambling in Broward and/or Miami-Dade Counties, and be for a minimum period of six (6) months and maximum period of twelve (12) months within any fiscal year during the term ending June 30th, with funding and approval of any strategic partnership renewals beyond any given fiscal year subject to further annual appropriation by the Legislature. Contractor acknowledges and agrees that any partnership established with the National Council on Problem Gambling in connection with PGAM, as set forth in Section 5(f)(i), shall not satisfy the annual strategic partnership quota required by this section.

8) Monthly/Quarterly Services Report

Contractor shall certify as to the truth and accuracy of deliverables provided and deliver to the Commission, on or before the fifteenth (15th) calendar day for each month or the third month of each Quarter, during the term, a comprehensive monthly deliverables report (“Monthly or Quarterly Deliverables Report”) for the four (4) core services and any other Services rendered by Contractor, as listed in the technical reply, pursuant to this contract during the previous calendar month or quarter. Monthly/Quarterly quotas accomplished during the deliverables report period, **together with year-to-date cumulative totals for each monthly or quarterly deliverables reported** shall be included in the deliverables report to monitor progress of annual minimum quotas during the annual contract year. Please be aware that the comprehensive delivers report, whether submitted monthly or quarterly, triggers the payment action. All deliverable reports must be verified by the contract manager before submitting the invoice for payment. The Commission is giving the Contractor the option of submitting the deliverables report, thus receiving payment, either by month or by quarter.

Additional features and support required in Deliverables Reporting:

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

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

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

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

a) **Help Services**

Excepting any personally identifiable information,

- i) Total number of persons contacting and assisted by the Help Line, itemized by manner of contact (phone, text, live chat, etc.);
- ii) Identification by percentage of means by which persons discover the Help Line (billboard, website, Slot Facility Compulsive or Addictive Gambling Prevention Promotional Items, etc.);
- iii) Demographics of persons contacting the Help Line, including without limitation:
 - (1) Calling on behalf of self or relation to someone else;
 - (2) Age;
 - (3) Gender;
 - (4) Race;
 - (5) County of residence;
 - (6) Forms of gambling;
 - (7) Gambling-related financial problems; and

- (8) Income;
 - iv) Total number of persons referred to outside counselors or treatment programs;
 - v) Staffing details; and
 - vi) Description of any disruptions in service, including scope, length, cause and corrective action.
- b) **Advertising Services**
- i) Billboards
 - (1) Number of active billboards; and
 - (2) For each active billboard:
 - (a) Billboard number;
 - (b) Vendor name;
 - (c) Physical location, including street and county;
 - (d) Number of days active in month and in contract, with start and end dates; and
 - (e) Number of exposures generated for month.
 - ii) Website
 - (1) Number of hits / visits / impressions; and
 - (2) Name and link to monthly web letter.
 - iii) Social Media
 - (1) Number of X, formerly known as Twitter, followers likes and impressions; and
 - iv) Public Transit and Telephone Kiosks
 - (1) Number of advertisements;
 - (2) For each public transit or telephone kiosk advertisement:
 - (a) Public transit vehicle (eg. bus, taxi), as applicable;
 - (b) Telephone kiosk location description (eg. train station) and address;
 - (c) Vendor name;
 - (d) County;

- (e) Number of days active in month and in contract, with start and end dates; and
- (f) Number of exposures generated for month.
- v) Details of any television or radio advertising;
- vi) Identification of any of the above relating to Hispanic markets or any other targeted demographic; and
- vii) Identification of any of the above in connection with Problem Gambling Awareness Month (PGAM) including without limitation PGAM webpage.
- c) **Slot Facility Addictive Gambling Prevention Program**
 Name and address of each Slot Facility and any of the following:
 - i) Overview of online training module activity, including without limitation number of employees trained and quiz score and certification results;
 - ii) Overview of live training activity, including without limitation number and length of training sessions, number of employees trained and pre/post evaluation results;
 - iii) Overview of site visit activity, including any corrective action required or fulfilled by Slot Facilities;
 - iv) Number and types of Compulsive and Addictive Gambling Prevention Promotional Items distributed, including any in connection with PGAM;
 - v) Number of Recovery Workbooks distributed; and
 - vi) Copy of Newsletter.
- d) **Community Outreach**
 - i) Number and names of strategic partners;
 - ii) Start and end dates of strategic partner contracts;
 - iii) Number and type of community outreach activities performed;
 - iv) Number of referrals to Help Line resulting from strategic partnership;
 - v) Identification of any mayoral proclamations; and
 - vi) Identification of any of the above in connection with PGAM.
- e) Contractor's detailed Budget Report; and
- f) Contractor's Statement of Net Assets.

***Monthly/Quarterly Services Report as outlined here must be revised by Respondent**

to reflect the actual services proposed in their reply.

- 9) **Annual Deliverables Report:** Final deliverable report, provided for the month of June during each of the annual contract years during the contract term that includes the cumulative and final contract year deliverables.
- 10) **Annual Outcome Evaluation Report.** For each year during the term unless otherwise directed by the Commission, Contractor shall perform an annual study to gauge consumer satisfaction with Help Line Services and, in a manner of delivery as may be prescribed by the Commission, shall deliver its findings to the Commission on or before August 15th for the previous fiscal year closing June 30th, in a comprehensive annual Help Line Outcome Evaluation Report (“Annual Report”), to include without limitation the following:
- a) A comprehensive annual summary of all Monthly or Quarterly Report information, including without limitation Help Line Monthly or Quarterly Report information with cumulative totals of persons contacting the Help Line and related manners of contact, demographics and referrals; and
 - b) Based upon a random sample of five percent (5%) of Help Line contacts for the most recent year (“Contacts”), survey results obtained by Contractor relating to the following:
 - i) Whether Contacts followed through on recommendations from Help Line;
 - ii) Whether Contacts gambling increased or decreased since time of Help Line initial contact;
 - iii) Effectiveness of Recovery Workbooks and any other Self-Help Materials;
 - iv) Help Line services deemed most helpful to Contacts; and
 - v) Overall satisfaction by Contacts with Help Line services.

11) Financial Reports

- a) Contractor’s detailed Budget Report submitted to the Commission for each annual contract year in the contract term for the contract amount. The detailed budget agrees with the cost response provided in the reply. The detailed budget report submitted to the Commission monthly when submitting the invoice request for payment showing the current payment request items for the detailed budget lines that are invoiced and the year to date remaining budget balance to monitor the budget;
- b) Contractor’s Statement of Net Assets to be provided each month when submitting the invoiced payment request; and
- c) Audited Annual Financial Report conducted in accordance with Chapter 10.650, Rules of the Auditor General and submitted no later than 9 months after the fiscal year end or 45 days after the report is completed, whichever is sooner. Copy of the report to be submitted to the Commission along with proof the report was filed with the Office of the Auditor General.

12) Definitions (the following definitions shall apply throughout the contract irrespective of capitalization)

- a) “Advertising” – the act or practice of calling public attention to one’s product, services, need, etc., especially by paid announcements in newspapers and magazines, over radio, or television, on billboards, etc., as well as through paid or unpaid social media. Pursuant to Section 551.118, Florida Statutes, advertising shall be made both publicly and inside designated slot machine gaming areas of the licensee’s facilities.
- b) “Budget Report” – a comprehensive and all-inclusive budget of Contractor in connection with the provision of all Services, with such line items and in such format as may be prescribed from time to time by the Commission, beginning with Contractor’s Cost Response submitted as attachment C to its response to Request for Proposal and any budget approved by the Commission in connection with award to Contractor and this contract, including any renewals thereof.
- c) “Community Outreach” – the strategic provision of a wide range of awareness, educational and referral resources, services and activities to targeted audiences by a local authority.
- d) “Compulsive or Addictive Gambling Prevention Program” or the “Program” – the program established pursuant to Florida Administrative Code 75-14.019 and Chapter 551, Florida Statutes, pertaining to Slot Machines, by which the Contractor uses techniques to assist vulnerable persons or persons of need, and provides data and statistics to the Commission regarding the program.
- e) “Compulsive or Addictive Gambling Prevention Promotional Items” – a promotional giveaway item, such as keychains, designed for long-term use that features the help line number.
- f) “Contractor” – the vendor successfully awarded the contract from this RFP.
- g) “Commission” or “FGCC” – the Florida Gaming Control Commission
- h) “Employee” – any services by contractor relating to employees of Slot Facilities shall be deemed to include all relevant personnel of Slot Facilities, irrespective of any contract, independent contractor, or full or part-time status or relationship.
- i) “Fiscal Year” – the State of Florida’s fiscal year, from July 1st through June 30th.
- j) “Hits” – In connection with Google Analytics (GA), a “hit” is any online request sent to the GA data collection system. This includes page views, events, custom variables, measurement protocol, uploads, etc.
- k) “Impressions” – same as exposures; the number of times content is displayed in a user’s news feed, ticker, social media platform, email inbox, or on a webpage. This number represents how many users saw the content.
- l) “Minimum Quotas” – Satisfaction by Contractor of any minimum quotas set forth in this Scope of Work, or the absence of any minimum quotas herein, shall not otherwise excuse Contractor from full performance of any Services or other requirements of this Scope of Work or contract whatsoever.

- m) "Placards" – two-sided brochure card.
- n) "Problem Gambling vs. Compulsive Gambling vs. Gambling Addiction" – interchangeable terms to define disordered gambling or someone who does not have the ability to gamble with control and/or experiences difficulties in their life due to their gambling.
- o) "Services" – all the services to be furnished by Contractor pursuant to this Scope of Work, including without limitation the Advertising Services, Help Services, Training Services and Community Outreach Services set forth herein.
- p) "Unique Users" – unique users or visitors refers to the number of unique individuals that visit a website within a specific timeframe.
- q) "Visit" – refers to a visitor's session(s) within a website, in the aggregate. The user can view any number of pages, but the visit as a whole will count as one.

13) Control and Ownership of Intellectual Property

- a) All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under the Contract, alone or in combination with FGCC and/or its employees, under this contract shall be the property of FGCC. Contractor agrees that any contribution by the Contractor or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by the Contractor for FGCC and that such works shall, upon their creation, be owned exclusively by FGCC. To the extent that any such works may not be considered works made for hire for FGCC under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to FGCC the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.
- b) At all times throughout the term, irrespective of any rights, title or interest in any intellectual property, the Commission reserve the right to reject, and upon notice to Contractor demand an immediate cease and desist from, the use of any content in connection with the Services deemed objectionable by the Commission in its sole and absolute discretion, including without limitation any Website, video, billboard, advertising Content, Social Media Account, Self-Help Material or other content relating to this Contract.

14) Public and Confidential Records

- a) **Public Records:** To the extent that information is utilized in the performance of the resulting contract and generated because of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), Florida Statutes, 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, as further set forth in Section 30 of the FGCC Standard Contract.

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

15) Staffing Levels

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

16) 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. Subcontractor shall provide the Contractor the same Certifications and Assurances as were required of the Contractor when contract was let. Copies of any subcontracts as well as applicable Certifications and Assurances are to be provided to the Commission.

NOTE: Vendors responding to this RFP shall provide an attestation that they do not have more than 5% ownership of any subcontractor utilized in this contract throughout the life of the contract. This attestation is required to be provided with their response to this RFP and to the Contract Manager, or designee when new subcontractors are utilized.

17) Service Location, Times, and Equipment

- a) **Service Delivery Locations:** Contractual services shall be provided at Contractor's office, the Slot Facilities and/or partnership or outreach locations, as applicable and required by this agreement. Contractor shall advise the Commission of any change in service location at least twenty-four (24) hours before any change in location.
- b) **Service Times:** The Help Line must be available 24-hours per day, 7 days a week, 365 days per year.
- c) **Equipment:** At its expense, Contractor shall provide all equipment necessary for completion of services required by this contract, including without limitation all computers, photocopiers, telephones, fax machines and other office equipment and furniture. In the event of any exception to this paragraph with the prior written consent of the Commission, any equipment or other property purchased with funds from this contract shall be and

remain the property of the Commission upon any expiration or early termination of this contract, for any reason or no reason.

18) Background Checks

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

19) Commission Responsibilities

a) Commission Obligations:

- i) The Commission's Contract Manager will provide ongoing training and technical assistance as needed to 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) Expeditiously 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.

20) 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.

21) Reporting Requirements

The Contractor shall provide all Monthly or Quarterly Reports, Annual Reports, Electronic Deliverables and any other reports and supporting documentation required by this contract.

22) Contract Term

The anticipated original contract period will begin upon execution of the contract or July 1, 2024, whichever is later. The original contract period is for twenty-four (24) 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.

23) 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.

24) 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.

25) Contract Document

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

26) Invoicing and Payment

a) Payment Clause:

- i) **The fees paid by slot machine gaming licensees will be the sole source of funding available to this program. The State's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.**
- ii) This is a cost-reimbursement contract. The Commission shall reimburse the Contractor, in the aggregate, for allowable expenditures incurred pursuant to the terms of the contract in an annual dollar amount not to exceed Two Million Dollars (\$2,000,000) for each of fiscal years 2024/2025 and 2025/2026 (the "Maximum Annual Amount"), and a total funding amount not to exceed Four Million Dollars (\$4,000,000) during the contract period (the "Maximum Total Amount"), subject to annual legislative appropriation of funds for the program.

NOTE: In addition to funding received from the Commission, the awarded Contractor shall also receive One Million Five Hundred Thousand (\$1,500,000) from the Seminole Indian Tribe of Florida to administer their Compulsive or Addictive Gambling Prevention Program on an annual basis.

b) Invoice Requirements:

i) Submission of Invoice by Contractor

- (1) Contractor shall submit invoices on or before the fifteenth (15th) day of each month or each quarter during the contract term for services rendered the previous calendar month or quarter. If there are any questions or concerns regarding your invoice you may contact the Contract Manager listed herein with questions.
- (2) All invoices by Contractor are subject to the following minimum requirements:
 - (a) The monthly or quarterly invoice for goods and services delivered shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Contractor must additionally maintain records in the Database documenting the total number of recipients and unique identifiers, of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting the service provision is available.
 - (b) Invoices must include supporting documentation. Examples of supporting documentation, include but are not limited to or considered all-inclusive for items billed: salaries (e.g. payroll records, timesheets, time log, copies of canceled checks, assigned level of effort on contract, etc.), Postage and

Reproduction Expenses (e.g. paid vendor invoices and/or receipts), Expenses (e.g. paid receipts for advertising printing, Help Line telephone service billed invoice, social media statistical information billed invoice, billboard invoice showing verification of billboard display, location, duration of posting, etc.), and Travel (e.g. travel receipts for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes.), etc. If the Contractor makes vendor payments via a credit card, the credit card statement payment to the vendor is not considered adequate documentation and needs to be accompanied by a supporting invoice for the paid charges.

- (c) Invoices shall be accompanied by a monthly Statement of Net Assets.
- (d) Invoices shall be accompanied by an accurate and complete Monthly or Quarterly Report.
- (e) Invoices shall be accompanied by an accurate and complete Electronic Deliverables. For purposes of this contract, a "Deliverable" or "Electronic Deliverables" shall be construed to mean evidence of performance, as opposed to a summary or report or certification of performance as set forth in a Monthly or Quarterly Report. The Electronic Deliverables shall include without limitation all the items set forth in section 35, as applicable to the monthly or quarterly invoice, as well as any items offered in addition to but not in lieu of by Contractor. At all times and from time to time throughout the term, the Commission reserves the right in its sole and absolute good faith discretion to further revise or add to any of the items in the Electronic Deliverables upon notice to Contractor. Contractor acknowledges and agrees that this paragraph relating to Deliverables is a material inducement for the Commission to enter this Contract.
- (f) Contractor acknowledges and agrees that any payment of final invoice at or after the end of the term of contract shall be subject in full to receipt and satisfaction by the Commission of the final Annual Report.

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.

- (3) Payment on the invoice may be authorized only for allowable expenditures that are incurred during the state fiscal year period of availability that the funds are appropriated to cover and for the approved budget line items specified. Salaries (excluding the Executive Director and Deputy Director), Benefits, Payroll Expenses and Taxes approved line-item budgets are allowed a thirty percent (30%) variance per line item. All other line-items are allowed a twenty percent (20%) variance per line item. Variances greater than these amounts per budget line item may be modified only through amendment to the Contract initiated by a written request to the Commission's Contract Manager or designee, which includes justification supporting the need for modification for any line-item increase or decrease greater than the established amounts. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.
- (4) Unless preapproved in writing by the Commission, the Commission reserves the right to reject or exclude any ancillary or indirect costs not specifically authorized by this contract or otherwise not directly necessary for the provision of Services by Contractor, including without limitation certain overhead and general administrative expenses such as pest control services, drinking water delivery services, miscellaneous office supplies, etc.

27) 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.

28) 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.

29) 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.

30) Financial Consequences for Failure to Timely and Satisfactorily Perform

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

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

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

31) Liquidated Damages upon Contract Termination

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

32) 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.

33) Confidentiality and Safeguarding Information

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

34) 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.

35) Electronic Deliverables Information

The following information is required to be submitted as proof of performance supporting documentation (non-exhaustive) with the monthly or quarterly cost reimbursement request.

- a) Copy of phone bill (invoice) that lists Help line and any other lines that receive text, etc.
- b) Summary report of the callers entered into the database for Referrals, Help Contacts, etc. All help contact calls detail is to be recorded into the database. The detail of the entries into the data base that agree to the summary report must be viewable at the contractor's location, which shall be viewed by FGCC employees during the onsite monitoring visit to agree summary amounts listed as part of the deliverable services to the actual data entered.
- c) Text and live chat content should be stored in the database to agree with the summary report and be viewable to FGCC when making the onsite monitoring visit to confirm occurrence.
- d) Invoice(s) from vendor(s) doing business with the contractor for which the contractor is requesting cost reimbursement on this contract for monthly communication packages that include email, text, phone features such as call waiting, voice messages, etc., live chat features, social media accounts such as X, formerly known as Twitter.
- e) Attestation statement from contractor that services were in fact available 24/7/365.
- f) If payments were made to vendors via a credit card, the credit card statement payment to the vendor is not considered adequate documentation and needs to be accompanied by a supporting invoice for the paid charges.
- g) Preapprovals for and copies of subcontracts to provide services that are outsourced by the contractor, such as for social media, advertising, outreach programs, etc. All subcontracts must also contain the Florida Single Audit Certifications that the contractor signs and copies will be included in the month they are first entered into during the contract year, for each year of the contract.
- h) Emails for interruption in services or changes in personnel that occur as they occur.
- i) Summary of any interruptions recaptured and reported in the monthly or quarterly deliverables report.
- j) Hardcopy or screen shots of mobile app with features, webpage showing the helpline number, any video content attached to the web page, the live chat feature, the text option, newsletters, social media content of a post, such as tweets, or social media paid advertisement, etc.
- k) Hyperlinks to videos for viewing to verify their posting.
- l) Copies of newsletters, web letters, PGAM posted content, video and social media content that is posted.

- m) Statistical information from vendor {such as Google, etc.) recording and providing the services for webpage and/or social media likes, impressions, hits, exposures, pins, unique viewers, etc.
- n) Maintain an inventory of Compulsive or Addictive Gambling Prevention Promotional Items and self-help workbooks, as well as other literature, brochures, facets, signs, posters, fact sheets, etc., stocked and the number distributed each month or quarter, the locations distributed, etc.
- o) Photo of the Compulsive or Addictive Gambling Prevention Promotional Items being distributed during the month. Note: no need to include a Compulsive or Addictive Gambling Prevention Promotional Item to the Commission. The Commission will review the inventory Compulsive or Addictive Gambling Prevention Promotional Items during their annual onsite monitoring.
- p) Summary of location, type and number of distribution (such as self-help workbook, Compulsive or Addictive Gambling Prevention Promotional Items, etc.), language the item is written in (English or Spanish), etc., by month that advertisement was distributed as well as year to date totals distributed. This schedule should be supported by the inventory record disbursements.
- q) Copies of new literature that will be placed into inventory for distribution.
- r) Report of the items distributed or contacts made, etc., as part of the deliverables required by this contract to be summarized and reported each month or quarter with the summary year to date totals to track the measures provided in the deliverable documentation provided to the Commission for all performance measures with minimum quotas, such as number of help line contacts, text contacts, live chat, newsletters, website and social media impressions, clicks, followers, partnership activity concerning population served in the outreach program, advertising on taxi tops, buses, etc. Note: these schedules should be supported by documentation of the performance, such as the summary total page from the data base, a copy of the newsletter or inventory items, postage records of advertising items being mailed, invoice from vendors, hardcopy of information at the URL, photographs and sign in sheets of partnership outreach activities, etc.
- s) Invoices from advertising services with information to determine the location, duration, number of items such as billboards, taxi tops, kiosk, exposures, copy of contracts with vendors providing these services, etc.
- t) A summary schedule of the billboards used, their billboard number, location by county and street, impressions or exposures, duration dates, that are supported by the invoices provided.
- u) Pictures of installed advertisement such as billboards, taxi tops, kiosk, etc., that advertise the contractors help line number. Note these generally come from the vendor providing the services and should be attested to by the vendor as to their completion and authenticity.
- v) Copy of the public service announcements (PSA) used in radio or television to advertise the help line as well as invoices that show the channel and duration of the PSA.

- w) Documentation from official PGAM event sponsor to corroborate attestation by Contractor of PGAM exposures. Attendance estimates should be provided by the event sponsor, rather than an estimate from the Contractor.
- x) Photo of PGAM display booth.
- y) Photo taken of training session being conducted.
- z) Summary totals of online training enrollments by facility.
- aa) Summary of locations where monthly training was conducted, the number of employees trained including the number of new employees trained during the month and cumulative year to date tracking of the numbers.
- bb) Summary of locations where onsite assessments visits were conducted including the month the visit was made.
- cc) Travel reimbursement requests for any travel to the slot facilities to conduct the onsite training and/or onsite assessment visit.
- dd) The content of the onsite and the online training modules. Note the content does not need to be provide each month or quarter and will only need to be resubmitted to the commission once there is a change in the content of the training module.
- ee) Hyperlink to the online training modules.
- ff) Copies of any Partnership Outreach agreements. Note: any partnership agreements will also need to have the applicable Florida Single Audit Act Certifications signed and included as part of the agreement.
- gg) Payroll records and Assigned level of effort each employee works on the contract for each month during the annual contract year.
- hh) Copies of contractor webpage link located on other social services webpages (as a prevention partner) and their webpage link on the formal partnerships webpages.



ATTACHMENT C

**REQUEST FOR PROPOSAL (RFP)
Compulsive or Addictive Gambling Prevention Program
RFP No: RFP FGCC 23/24-03
COST PROPOSAL**

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

	Subtotals	Totals
Administrative Service* (*Direct cost portion related to the program only)		
Staffing		\$
Background Checks		\$
Postage		\$
Insurance		\$
Direct Program Services		
Helpline Services		\$
- Help Line	\$	
- Website	\$	
- List Help Service Type	\$	
- List Help Service Type	\$	
- List Help Service Type	\$	
- List Help Service Type	\$	
Advertising Services		\$
- Billboards	\$	
- PGAM	\$	
- List Advertising Service Type	\$	
- List Advertising Service Type	\$	
- List Advertising Service Type	\$	
- List Advertising Service Type	\$	
Slot Machine Gambling Facility Employee Training Services		\$
- Online Training	\$	
- Live Training	\$	
- Onsite Visits	\$	
- Materials Distribution	\$	
- List Training Services	\$	
Community Outreach Services		\$
- Name of Partnership	\$	
- Name of Partnership	\$	
- List Outreach Services	\$	
	Grand Total Costs	\$



ATTACHMENT D

**REQUEST FOR PROPOSAL (RFP)
Compulsive or Addictive Gambling Prevention Program
RFP No: RFP FGCC 23/24-03
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• Respondent's Written Internal Controls (including handling of cash and cash equivalents including review and approval of bank reconciliations, investment policy, inventory, approval of pay increases and bonuses, etc.)	
2. Technical Approach Reply	70
<ul style="list-style-type: none">• Statement of Approach• Proposed Helpline Approach• Proposed Advertising Services and Marketing Plan• Proposed Slot Machine Gambling Facility Employee Training Services• Proposed Community Outreach Services	
3. Reference	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

B. Cost Proposal

20

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

C. Total Possible Points for the Response Submittal

100 Points

NOTE: Cost will be evaluated by the present value methodology required by Section 287.0572, Florida Statutes, and Rule 60A-1.1063, F.A.C., to determine the lowest Cost Reply. The maximum available points (20 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 (= 20 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:** _____



ATTACHMENT E

**REQUEST FOR PROPOSAL (RFP)
Compulsive or Addictive Gambling Prevention Program
RFP No: RFP FGCC 23/24-03
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 PROPOSAL (RFP)
Compulsive or Addictive Gambling Prevention Program
RFP No: RFP FGCC 23/24-01
MANDATORY REQUIREMENTS FOR EVALUATION**

- 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 4.3, 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).
 5. Respondent's Written Internal Controls (including handling of cash and cash equivalents including review and approval of bank reconciliations, investment policy, inventory, approval of pay increases and bonuses, etc.)
- C. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Section 4.3, one (1) original, signed and sealed Attachment C, Cost 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 PROPOSAL (RFP)
Compulsive or Addictive Gambling Prevention Program
RFP No: RFP FGCC 23/24-03
AFFIDAVIT - NOTICE OF TRADE SECRET**

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

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

Executed this __ day of _____, 20__, in _____.

[Name of Affiant]

[Title of Affiant]

Notary Public
My commission expires: _____

AFTER CONTRACT EXECUTION

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
My commission expires: _____



ATTACHMENT H

**REQUEST FOR PROPOSAL (RFP)
Compulsive or Addictive Gambling Prevention Program
RFP No: RFP FGCC 23/24-03
Financial and Compliance Audit Form**

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

MONITORING

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

AUDITS

PART I: STATE REQUIREMENTS

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

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

In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

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

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

PART II: REPORT SUBMISSION

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

A. The Commission at each of the following addresses:

Commission Contract manager for this agreement (1 copy):

Division of Administration
4070 Esplanade Way, Suite 250
Tallahassee, FL 32399

Florida Gaming Control Commission (1 electronic copy and management letter, if issued)

Office of the Inspector General
4070 Esplanade Way, Suite 250
Tallahassee, FL. 32399

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with Florida Statutes and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

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

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

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

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

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

State Program:

1. Activities Allowed or Unallowed:

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

2. Allowable Cost:

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

3. Equipment and Real Property Management:

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

4. Period of Availability of State Funds:

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

5. Reporting:

Financial Reporting:

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

Technical Reporting:

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

6. Subrecipient Monitoring:

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

7. Special Tests and Provisions:

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



ATTACHMENT I

**REQUEST FOR PROPOSAL (RFP)
Compulsive or Addictive Gambling Prevention Program
RFP No: RFP FGCC 23/24-03
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, Florida Statutes.**
- 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, Florida Statutes.**

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, FLORIDA STATUTES

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

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

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, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients and contractors shall provide this assurance accordingly.

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

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

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

These lists are created pursuant to section 215.473, Florida Statutes

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

