

Request for Proposal

Issue Date: March 25, 2011

Air Mix Lottery Ball Drawing Machines The Florida Lottery

Project Number: 05-10/11
Submissions Due
April 19, 2011
3:00 PM ET

Florida Lottery
Procurement Management
250 Marriott Drive
Tallahassee, FL 32301



flalottery.com

Table of Contents

	Page
PART 1 - PROPOSAL SUBMISSION INFORMATION	1
1.1 INTRODUCTION	1
1.2 DEFINITIONS.....	1
1.3 PROCUREMENT AUTHORITY.....	3
1.4 APPLICABLE LAWS AND PROCEDURES.....	4
1.5 HEADINGS.....	4
1.6 OVERVIEW OF RFP.....	4
1.7 ISSUING OFFICER.....	4
1.8 SCHEDULE OF EVENTS.....	5
1.9 RESTRICTIONS ON COMMUNICATIONS	5
1.10 HIRING AND OTHER BUSINESS RELATIONSHIPS WITH LOTTERY STAFF	6
1.11 RFP CLARIFICATION PROCESS.....	6
1.12 PROTEST OF THE RFP AND/OR THE AWARD.....	7
1.13 MANDATORY REQUIREMENTS	7
1.14 COSTS ASSOCIATED WITH PROPOSAL	8
1.15 CONFIDENTIAL PROPOSAL MATERIALS	8
1.16 PERSONS REQUIRING SPECIAL ACCOMMODATIONS.....	9
1.17 PROPOSAL RECEIPT AND OPENING.....	9
1.18 LATE PROPOSALS	9
1.19 WITHDRAWAL FROM CONSIDERATION.....	10
1.20 PROPOSAL TENURE.....	10
1.21 VENDOR FELONIES, CONVICTED VENDOR LIST, DISCRIMINATORY VENDOR LIST	10
1.22 PROPOSAL CLARIFICATION PROCESS	11
1.23 NON-RESPONSIVE PROPOSALS	12
1.24 DISQUALIFICATION FOR NON-RESPONSIBILITY	12
1.25 MINOR IRREGULARITIES	12
1.26 CONTRACTING OFFICER	12
1.27 NON-EXCLUSIVE RIGHTS	12
1.28 DISCLOSURE AND OWNERSHIP OF PROPOSAL CONTENTS BY THE LOTTERY.....	13
PART 2 – SPECIAL TERMS AND CONDITIONS	14
2.1 INTRODUCTION.....	14
2.2 TERM OF CONTRACT.....	14
2.3 LIQUIDATED DAMAGES PROVISIONS.....	14
2.4 VENDOR DIVERSITY INITIATIVES	16
2.5 PERFORMANCE BOND.....	17
2.7 PROHIBITION AGAINST FLORIDA LOTTERY TICKET PURCHASES.....	17
PART 3 - SPECIFICATIONS.....	19
3.1 GENERAL INFORMATION.....	19
3.2 CASH 3/PLAY 4 MACHINE SPECIFICATIONS.....	19
3.3 EXPERIENCE	24
3.4 DELIVERY	24
3.5 PACKAGING.....	25
3.6 WARRANTY.....	25
3.7 PARTS LIST.....	26
3.8 MISCELLANEOUS REQUIREMENTS	26

PART 4 – CONTRACT QUALIFICATION REQUIREMENTS	27
4.1 INTRODUCTION	27
4.2 FINANCIAL REVIEW	27
4.3 VENDOR INFORMATION & DISCLOSURE / BACKGROUND INVESTIGATIONS	29
4.4 CONFLICT OF INTEREST AND DISCLOSURE	31
4.5 ACKNOWLEDGEMENT OF RFP ADDENDA	31
4.6 RESPECT OF FLORIDA – CONTRACTUAL RELATIONSHIP	31
PART 5 - INSTRUCTIONS FOR PREPARING AND SUBMITTING REPLIES	33
5.1 PROPOSAL LABELING.....	33
5.2 COPIES OF PROPOSALS.....	33
5.3 EXECUTION OF PROPOSAL	34
5.4 PROPOSAL FORMAT	35
5.5 DECIBEL LEVEL, COMPENSATION AND COST PROPOSAL.....	37
5.6 OPTIONS	37
5.7 TRADE-IN PRICING.....	38
5.8 TIMELY SUBMISSION.....	39
PART 6 - PROPOSAL EVALUATION PROCESS AND NOTICE OF INTENDED AGENCY DECISION	40
6.1 INTRODUCTION	40
6.2 CONTRACT QUALIFICATION REVIEW.....	40
6.3 EVALUATION COMMITTEE	40
6.4 PROPOSAL EVALUATION PROCESS	40
6.5 DECIBEL LEVEL AND COST PROPOSAL OPENING.....	42
6.6 PROPOSAL RANKING	43
6.7 NOTICE OF INTENDED AGENCY DECISION	43

ATTACHMENTS

Attachment A.....	Mandatory Requirements of Contract
Attachment B.....	Drawing Machine Photo
Attachment C.....	Certification of Criminal Convictions
Attachment D.....	Disclosure Affidavit
Attachment E.....	Vendor Personal Profile Form
Attachment F.....	Fingerprint Card Form (copy)
Attachment G	Conflict of Interest and Disclosure Form
Attachment H.....	Decibel Level & Cost Proposal Form
Attachment I	Evaluator Multiplier Score Form
Attachment J	Certification of Drug Free Workplace

PART 1 - PROPOSAL SUBMISSION INFORMATION

1.1 INTRODUCTION

The Florida Lottery (the "Lottery") is issuing this Request for Proposal (the "RFP") to invite interested vendors to submit Proposals for air mix lottery ball-drawing machines (drawing machines). The Florida Lottery is replacing a portion of its existing inventory of drawing machines currently being used for its Cash3™ and Play4™ on-line games.

Vendors preparing a Proposal should be familiar with the Florida Public Education Lottery Act, which establishes the purpose, powers, duties, and procedural framework of the Lottery. The Lottery Act (Chapter 24, Florida Statutes) may be found at www.leg.state.fl.us.

In this RFP the Lottery has defined a series of objectives, requirements, and a Proposal evaluation approach in conformance with Lottery policies and the Florida Statutes.

The successful Vendor is expected to enter into a written agreement (the "Contract") with the Lottery within ten (10) business days after receipt of the Contract from the Florida Lottery. At the Lottery's sole discretion failure or refusal to do so may result in award of the Contract to another Vendor.

1.2 DEFINITIONS

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

Certified Financial Statements - A set of personal or business financial statements that have been reviewed, audited, and authenticated by a certified public accountant. In order to be considered complete the set must be comparative for two (2) years and include a balance sheet, income statement, statement of cash flows, statement of retained earnings and notes to the financial statements for both years. All certified financial statements shall include the auditor's report as well as any management letters that have been received.

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

Contract – The written agreement entered into between the Lottery and the successful Vendor to this RFP, which shall incorporate, among other provisions, the contents of this RFP and the successful Vendor's Proposal, except as specifically provided to the contrary in the Contract. The Contract may be in the form of a two-party signature document (or three-party in the event a parent company serves as financial guarantor), or a purchase order.

Contractor - The Vendor with whom the Lottery executes a Contract to provide the required commodities and services.

Day - A calendar day.

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

Major procurement - A procurement defined in Section 24.103(4), Florida Statutes, which includes a procurement for any goods and services involving the drawing, determination, or generation of winners in any lottery game.

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

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

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

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

Responsive Proposal - A Proposal submitted by a responsive and responsible Vendor that conforms in all material respects to the solicitation.

RFP - This Request for Proposal.

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

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

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

Substantial Subcontractor - Any subcontractor to which the Contractor subcontracts a substantial portion of the work to be performed under the Contract, as provided in section 24.111(2)(a)4, Florida Statutes.

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

1.3 PROCUREMENT AUTHORITY

This RFP, and all activities leading toward the anticipated signing of a Contract pursuant to this RFP, are conducted pursuant to Chapters 24 and 287, Florida Statutes; Rule 53ER07-55, Florida Administrative Code; and Chapter 60A, Florida Administrative Code, as applicable. The Lottery considers it in the best interest of the State of Florida to acquire the commodities and services described herein through a competitive procurement process.

The Lottery hereby determines, as required by section 287.057, Florida Statutes that it is not practicable to use an Invitation to Bid because a sufficiently detailed description of the commodities and services sought cannot be developed. Therefore, this procurement is being conducted through a request for competitive sealed Proposals.

1.4 APPLICABLE LAWS AND PROCEDURES

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

1.5 HEADINGS

The headings used in this RFP are for convenience only and shall not affect the interpretation of any of the terms and conditions hereof.

1.6 OVERVIEW OF RFP

This Request for Proposal provides the necessary information to submit Proposals as follows:

- Part 1 describes Proposal submission information.
- Part 2 defines special terms and conditions that will apply to the Contract.
- Part 3 contains specifications for commodities and services to be provided.
- Part 4 prescribes contract qualification requirements.
- Part 5 defines instructions for preparing and submitting Proposals.
- Part 6 describes the Proposal evaluation process and the proceedings leading to execution of a Contract with the successful Vendor.
- Attachments

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

1.7 ISSUING OFFICER

The Issuing Officer, acting on the Lottery's behalf, is the sole point of contact with regard to all procurement matters relating to this RFP, from the date of issuance of this RFP until the end of the seventy-two (72) hour period following the Lottery's Notice of Agency Decision.

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

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

1.8 SCHEDULE OF EVENTS

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

EVENT	DATE AND TIME DUE
Request for Proposal issued	March 25, 2011
Vendors submit written questions about the Request for Proposal, or requests for clarifications or changes to conditions and specifications of the Request for Proposal, to the Issuing Officer no later than	April 4, 2011 3:00 PM ET
Answers issued in addendum to Request for Proposal, if applicable	April 11, 2011
Proposal submissions due to Issuing Officer	April 19, 2011 3:00 PM ET
Open proposals and read aloud the names of the responding Vendors	April 19, 2011 3:00 PM ET
Evaluation Committee Technical Proposal scoring	To Be Determined
Decibel Level & Cost Proposal opening	To Be Determined
Notice of Agency Decision posted	To Be Determined

1.9 RESTRICTIONS ON COMMUNICATIONS

Vendors responding to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the Lottery posting the notice of Agency Decision, 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 Proposal.

1.10 HIRING AND OTHER BUSINESS RELATIONSHIPS WITH LOTTERY STAFF

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

1.11 RFP CLARIFICATION PROCESS

A single round of clarification questions will allow Vendors to seek clarification concerning the RFP terms, conditions, and requirements as well as the associated Proposal submission and evaluation process. Questions relevant to this RFP and/or requests for changes to the RFP must be timely mailed, faxed, or e-mailed to the Issuing Officer. Vendors must observe the time schedule for submitting questions. This schedule will ensure that the Lottery has adequate time to respond to all questions and that the responses will be provided to Vendors in time to be incorporated into their Proposals.

A copy of all questions along with the Lottery's responses will be issued as an addendum to the RFP. Vendors are cautioned that an RFP inquiry should not contain cost information. The inclusion of specific cost information in an inquiry may result in the Vendor's disqualification.

The Lottery will not hold a pre-submission Vendor question and answer conference in association with this RFP.

Public records requests submitted by Vendors will be answered as promptly as possible in the ordinary course of business but may not be answered as part of the Question and Answer process described above. Responses to public records requests may be furnished to the requesting Vendor only.

The Issuing Officer shall be solely responsible for issuing this RFP along with any changes, additional materials, or addenda. Any addenda to this RFP will be posted on the Department of Management Services' Vendor Bid System. Potential Vendors must monitor the website for addenda and notices issued relating to this procurement. Vendors can ensure they are registered to receive e-mail notification of advertisements, addenda and notices by visiting the following link: http://vbs.dms.state.fl.us/vbs/main_menu and selecting the "E-mail Notification" link. The commodity code vendors should register for pertaining to this procurement is: "528-200: Game Drawing Machine and Accessories".

1.12 PROTEST OF THE RFP AND/OR THE AWARD

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

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

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

Negotiable instruments submitted as a protest bond will be deposited into the State Treasury. Return of a protest bond will be accomplished by issuing a warrant made payable to the Vendor within three (3) to five (5) business days of request.

1.13 MANDATORY REQUIREMENTS

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

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

1.14 COSTS ASSOCIATED WITH PROPOSAL

Neither the Lottery nor the State of Florida shall be liable for any costs incurred by a Vendor in preparing or submitting a Proposal, including, but not limited to preparation, copying, postage, delivery fees, and/or other expenses that may be required by the RFP. Nor shall the Lottery or the State of Florida be liable for any Vendor costs associated with any other part of the procurement process.

1.15 CONFIDENTIAL PROPOSAL MATERIALS

If a response to this RFP includes any information that constitutes a trade secret of the Vendor, such information shall be clearly marked as "CONFIDENTIAL." "Trade secret" is defined in section 688.022, Florida Statutes.

An entire page or paragraph in which such information appears should not be marked confidential unless the entire page or paragraph consists of such confidential information. Only the confidential portion(s) should be so identified and marked. Vendors are to indicate where confidential information begins and ends.

In addition, if a Proposal contains confidential information, the Vendor should submit a separate listing of the confidential Proposal sections and page references with the Proposal.

It will be the responsibility of the Vendor to defend the confidentiality of its trade secrets through the judicial process.

Financial statements and other financial information submitted or obtained by the Lottery in connection with this RFP, if applicable, are public records and cannot be made confidential.

The Lottery will examine each Proposal to determine which information is properly marked as confidential. Following contract execution, the Lottery, in consultation with each Vendor, will request a redacted version of the Vendor's Proposal, which will be available for public access.

1.16 PERSONS REQUIRING SPECIAL ACCOMMODATIONS

Any person requiring a special accommodation at any public meeting relating to this RFP because of a disability should contact the Issuing Officer identified in Section 1.7, or use the Florida Relay Service at 1-800-955-8771 (TDD), at least forty-eight (48) hours prior to the scheduled meeting.

1.17 PROPOSAL RECEIPT AND OPENING

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

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

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

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

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

1.18 LATE PROPOSALS

The Issuing Officer must receive Proposals pursuant to this RFP no later than the date and time shown in section 1.8. Failure of a Vendor to submit its Proposal by the specified date and time may result in rejection of the Proposal. Proposals that are rejected for being late will be retained by the Lottery.

1.19 WITHDRAWAL FROM CONSIDERATION

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

1.20 PROPOSAL TENURE

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

1.21 VENDOR FELONIES, CONVICTED VENDOR LIST, DISCRIMINATORY VENDOR LIST

Consistent with Florida law, no Vendor may submit a Proposal or will be awarded a Contract if any of the following conditions exist:

1. The Vendor or any officers, directors, joint venturers, partners, or trustees have been convicted of, or entered a plea of guilty or nolo contendere to, a felony committed in the preceding ten (10) years, regardless of adjudication, unless the Lottery determines that:
 - (a) the Vendor (or such an individual) has been pardoned or the Vendor's (or such an individual's) civil rights have been restored;
 - (b) subsequent to such conviction or entry of plea, Vendor (or such an individual) has engaged in the kind of law-abiding commerce and good citizenship that would reflect well upon the integrity of the Lottery; or,
 - (c) if the Vendor is not an individual, the Vendor has terminated its relationship with the individual whose actions directly contributed to Vendor's conviction or entry of a plea.

2. Vendor's name appears on the convicted vendor list maintained by the Department of Management Services in accordance with section 287.133, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, Proposal on a Contract to provide any commodities or services to a public entity; may not submit a bid, proposal, or Proposal on a Contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Vendor represents and warrants that it will promptly notify the Lottery if its name is placed on the list during the term of the Contract.
3. Vendor's name appears on the discriminatory vendor list maintained by the Department of Management Services in accordance with section 287.134, Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or Proposal on a Contract to provide any commodities or services to a public entity; may not submit a bid, proposal, or Proposal on a Contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity. By submitting a Proposal, Vendor represents and warrants that it will promptly notify the Lottery if its name is placed on the list during the term of the Contract.

1.22 PROPOSAL CLARIFICATION PROCESS

The Lottery may request clarifications from Vendors for the purpose of resolving ambiguities or questioning information presented in the Proposals. Clarifications may be requested throughout the Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Lottery within the time stipulated at the occasion of the request.

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

1.23 NON-RESPONSIVE PROPOSALS

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

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

The Lottery reserves the right to determine whether a Proposal meets the material requirements of the RFP.

1.24 DISQUALIFICATION FOR NON-RESPONSIBILITY

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

1.25 MINOR IRREGULARITIES

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

1.26 CONTRACTING OFFICER

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

Cynthia F. O'Connell, Secretary
Florida Lottery
250 Marriott Drive
Tallahassee, Florida 32301

1.27 NON-EXCLUSIVE RIGHTS

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

1.28 DISCLOSURE AND OWNERSHIP OF PROPOSAL CONTENTS BY THE LOTTERY

All matters set forth in a Vendor's Proposal including, without limitation, proposed commodities/services and cost information, will be subject to disclosure after Contract award, except as addressed under the section titled Confidential Proposal Materials. All information in a Vendor's Proposal and any Contract resulting from this RFP are subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status.

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

END OF SECTION

PART 2 – SPECIAL TERMS AND CONDITIONS

2.1 INTRODUCTION

This section sets forth the Special Terms and Conditions unique to this procurement. The terms and conditions applicable to Lottery procurements in general are set forth in Attachment A, Mandatory Requirements of Contract.

By submission of a Proposal, the Vendor agrees to the terms and conditions contained herein.

2.2 TERM OF CONTRACT

The Contract shall be in effect from the date of execution for a period of five (5) years, unless terminated earlier by the Lottery under the terms provided herein, subject to an annual appropriation by the State Legislature.

Prices for machines shall not be increased during the first two (2) years of the Contract. Thereafter, the Contractor may request a price increase on the anniversary date of the contract, but an increase, if approved, will not exceed the increase in the CPI during the term of the contract prior to approval, or since the most recent approved price increase, whichever is applicable. The Lottery reserves the right to reject any price increase request. Each year of the contract is contingent upon availability of funds and satisfactory performance by the Contractor.

2.3 LIQUIDATED DAMAGES PROVISIONS

In the liquidated damages categories set forth in section 2.3.6, the Lottery and the Contractor agree that it would be extremely impractical and difficult to determine actual damages which the Lottery will sustain in the event of a breach of the Contract. Any breach by the Contractor will delay and disrupt the Lottery's operations and will lead to damages; therefore, the parties agree that the liquidated damages specified in the sections below are reasonable.

Assessment of liquidated damages shall be in addition to, and not in lieu of, any other remedies available to the Lottery. Except and to the extent expressly provided herein, the Lottery shall be entitled to recover liquidated damages under each section applicable to any given incident.

2.3.1 Notification of Liquidated Damages

Upon determination that liquidated damages are to be assessed, the Lottery shall notify the Contractor of the assessment in writing.

2.3.2 Severability of Individual Liquidated Damages

If any portion of the liquidated damages provisions is determined to be unenforceable in one or more applications, that portion remains in effect in all applications not determined to be unenforceable and is severable for the unenforceable applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision or provisions shall remain in full force and effect.

2.3.3 Waivers of Liquidated Damages

The waiver of any liquidated damages due the Lottery shall constitute a waiver only as to such specific occurrence and is not a waiver of any future liquidated damages. Failure to assess liquidated damages within any period of time shall not constitute a waiver of such claim by the Lottery.

2.3.4 Payment of Liquidated Damages

Each of the categories of liquidated damages set forth below shall be a separate liability of the Contractor, and one shall not mitigate another.

Once the Lottery has determined that liquidated damages are to be assessed, the Secretary shall notify the Contractor of the assessment(s). Unless otherwise directed by the Secretary, all assessed liquidated damages will be deducted from any moneys owed to the Contractor by the Lottery. In the event the amount due the Contractor is not sufficient to satisfy the amount of liquidated damages, the Contractor shall pay the balance to the Lottery within thirty (30) calendar days of written notification by the Lottery.

To the extent that the Secretary determines that any damage was caused in part by the Lottery, or due to other circumstances beyond the Contractor's control, the Secretary may reduce the damage assessment against the Contractor.

2.3.5 Delays and Liquidated Damages

The Contractor shall not be required to pay liquidated damages for delays or difficulties due solely to matters that fall under Force Majeure, nor for time delays specifically due to, or approved in writing by, the Lottery. During a period of non-performance due to Force Majeure, payments from the Lottery to the Contractor may be suspended.

2.3.6 Categories of Liquidated Damages

2.3.6.1 Timely Delivery

1. Condition

The Contractor is required to timely provide the required draw machines in accordance with the schedules set forth in this RFP, the Proposal, and the Contract, as well as all clarifications and amendments of these documents.

2. Damage

In the event that the Contractor fails to comply with delivery requirements set forth in this RFP, the Lottery may impose liquidated damages up to one hundred dollars (\$100) per day for each delay or per incident (at the Lottery's discretion) until the condition is rectified.

2.3.6.2 Failure to Comply

1. Condition

The Contractor is required to comply with all commitments of the RFP, the Proposal, and the Contract, as well as all clarifications and amendments to these documents. If the Contractor should fail to timely perform as obligated by the Contract, after having been notified in writing by the Lottery of the specific deficiency, the Lottery may invoke liquidated damages where not otherwise specifically addressed in section 2.3.

2. Damage

In the event that the Contractor fails to timely perform as obligated by the Contract, after having been notified in writing by the Lottery of the specific deficiency, the Lottery may impose liquidated damages up to one thousand dollars (\$250) per day until the condition is rectified.

2.4 VENDOR DIVERSITY INITIATIVES

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

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

2.5 PERFORMANCE BOND

The successful Vendor shall be required to post an appropriate performance bond or other security acceptable to the Lottery prior to the execution of the Contract. The amount required will be \$5,000. The performance bond or other security shall be conditioned on the full, faithful, and timely performance by the Contractor of all contractual duties and responsibilities.

The performance bond must be maintained throughout the warranty term. It may be renewed annually or on another schedule; in such case the Contractor must provide proof of renewal to the Lottery no later than thirty (30) days prior to lapse of coverage.

Other acceptable forms of security are: irrevocable letter of credit; certificate of deposit assigned to the Lottery (which must be obtained from a financial institution having its principal place of business in the State of Florida); U.S. Savings Bonds, notes and bills; and general obligation bonds and notes of any political subdivision of the State of Florida.

The aggregate fair market value of securities pursuant to this clause must exceed the amount stated above throughout the initial and/or renewal bond periods. Failure to post an additional bond or security within seven (7) days after notice of deficiency shall be grounds for immediate termination of the Contract for cause.

2.6 PROHIBITION AGAINST FLORIDA LOTTERY TICKET PURCHASES

No officer or employee of any vendor under contract with the department for a major procurement, relative living in the same household with such officer or employee, or immediate supervisor of such officer or employee may purchase a lottery ticket if the officer or employee is involved in the direct provision of goods or services to the department or has access to information made confidential by the department.

2.7 COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases under the terms and conditions contained herein. Non-Customer purchases are independent of the contract between the Lottery and Contractor, and the Lottery shall not be a party to any transaction between the Contractor and any other entity.

END OF SECTION

PART 3 – SPECIFICATIONS

3.1 GENERAL INFORMATION

The Florida Lottery is seeking a qualified Vendor to provide drawing machines that meet or exceed the specifications herein.

Each Vendor should describe how its proposed drawing machines meet or exceed the established specifications. Drawing machines and all of their components must be new and unused. Refer to Attachment B of this RFP for a photograph of one of the drawing machines currently in rotation.

3.2 CASH 3/PLAY 4 MACHINE SPECIFICATIONS

3.2.1 Quantity

The Lottery is in need of three (3) 3-chamber and three (3) 4-chamber air mix ball drawing machines. All machines and their components must be identical except for the number of chambers.

3.2.2 Environmental Conditions

Each draw machine must be of exceptionally sturdy construction, capable of performing reliably and withstanding the following rigorous conditions:

- (a) Studio use; including being rolled over large cables and other obstacles, up and down ramps, and around tight corners. All 4 wheels of the machines must be capable of easily locking the machine in place.
- (b) Transported; including being lifted manually up onto a truck or van for shipment either alone or in a case for protection. All components, including the blower fan, motor, electrical connections, brackets, air filtration system, etc., must be capable of withstanding the bumps and vibrations resulting from long trips in a truck or van.
- (c) Outdoor use; including frequent operation in the high temperature/high humidity environment of Florida. The machines will, for example, be used on small stages within a few feet of salt water at locations such as Key West, Miami, etc.

3.2.3 Minimum Requirements

1. **Cabinet Base** - The cabinet base of each draw machine must have the following features:
 - (a) Constructed of minimum 3/4 inch marine plywood. The inside of the cabinet base shall be insulated for sound proofing to suppress the noise emitted by the blower motors.
 - (b) Heavy duty wheels/casters, solid rubber, each foot operated separately and capable of easily locking, unlocking and turning 360 degrees (swivel), unobstructed. The casters must be approximately 3"-5" in total height and heavy duty. The wheels/casters must not protrude past the cabinet cases with the exception of the locking mechanism.
 - (c) Heavy duty recessed stainless steel handles sufficient to allow 2 people to lift and maneuver the machine. There is to be a total of 4 handles; 2 on each side of cabinet base.
 - (d) A recessed integrated frame, on the front, capable of holding up to a 3/8 inch thick display board. The frame should run the entire length of the bottom edge and come up each side to a point 2 inches below the top edge. The top of the frame shall be open to allow the display board to be dropped in.
 - (e) Custom made storage rack or bin to hold empty ball cases to be located inside cabinet without interfering with the flow of air into the mixing chamber
 - (f) Cabinet base equipped with 2 supports to keep the mixing chamber door from resting on the cabinet.
 - (g) Air filtration system consisting of a noncorrosive plastic material mesh to enclose disposable filter material that is approximately 1" thick.
 - (h) Cabinet doors are to have key locks and a latching system to keep doors closed when not locked. All machines to be keyed the same. Six keys are to be provided.
 - (i) Color for cabinet – Kydex Calcutta Black 52000 lamination on a construction of a minimum 3/4 inch marine plywood.

1. Mixing Chamber

- (a) The body of each drawing machine must contain the required number of separate mixing chambers. Each mixing chamber must be capable of drawing a single ball. A loading chute for each chamber is required and is to be located within the mixing chamber. The loading chute holds the numbered balls prior to their release into the mixing chamber. Each loading chute shall hold ten (10) balls. The loading chute must be attached to the separation panel for each mixing chamber and must be located in a position that does not interfere with the visibility of the balls being mixed in the chamber. All loading chutes must be located in a consistent location in the mixing chambers. Separation panels are required for each chamber. Each chamber shall be designed and constructed in a manner that does not allow airflow between mixing chambers.

When an air release gate is activated, a ball shall travel from the mixing chamber in a transparent tube to a selection display receptacle.

- (b) The Florida Lottery desires the selection display receptacle for all chambers to terminate at the same location. Vendors may propose delivery designs, delivery location etc. The delivery structure and final location must be below 55" and above 24" and not obstruct the audience viewing of the mixing chambers. Each mixing chamber shall have a controlled air release gate and lever/pull handle and the gate is required to be closed automatically after a ball has been selected either after automatic selection or release of pull handle.
- (c) Each drawing machine shall be constructed in a manner to function similarly to the drawing machines currently in rotation. All material/substances must be non-reflective to avoid hot spots during televised productions of the drawings.
- (d) Each drawing machine shall be designed and constructed in a manner that provides an unobstructed view of the mixing and selection process. All mixing and selection of balls must be able to occur in full view when viewed from the front of the machine. The balls must be completely visible from the front of the machine throughout the ball drop, mix, selection, and delivery process.
- (e) Each drawing machine should be designed so that the average time for a ball to be drawn is one (1) second or less once the air release gate is fully activated.

- (f) Each drawing machine shall be designed and constructed in a manner whereby a handle/lever is actuated to open a ball release gate to drop all balls in each chute simultaneously. Air mixing must not be activated until all ball chutes are emptied and the ball drop gates have been closed.
- (g) All 3/4 inch Plexiglas shall be heat formed with welded joints (no screws, except as set forth herein). The top must be a minimum of 1 inch thick. The back of the mixing chamber, including the door, shall be Acrylite Black.
- (h) Outer perimeter of the exterior chambers and entire back perimeter shall be black. Interior divider panels between chambers shall be clear.
- (i) All corners and edges of Plexiglas should be rounded and polished.
- (j) Blower motors for all units (3 or 4 chamber) are to be able to be turned on simultaneously by the turn of a single switch.
- (k) The base of the round selection tube must be rounded and polished to minimize ball damage during mixing and selection. The selection tube must be designed to minimize balls “rattling” while traveling up the tube.
- (l) The top of the display tube must have openings of 1-7/16 inches wide in front and in back to allow operator to turn the ball and display it. The ball stop bar on top of display tube must be screwed on so it may be removed if desired. Additionally the ball stop bar shall have a clear rubber bumper mounted underneath to prevent damage to the ball from hitting the ball stop bar.
- (m) Black 1/4 inch Plexiglas panel must be located behind each display tube top to block the display tube from allowing back light (or the green screen) to be seen during close-up shot of the selected ball. The panel shall be the same height and width as the display tube and “L” shaped and screwed on, so it may be removed, if desired. Panel color shall be Acrylite 104-1GP Gray.
- (n) A single door must be located on the back that swings down to provide access to all chambers. Door locks should easily reveal if the door is locked or not using colors, etc. The entire back of the mixing chamber, including the door, shall be Black.

2. Electrical Specifications

Each drawing machine must have the following features:

- (a) Six foot SO cord with #12-3 wire, 120 volt, 20 amp twist lock male plug.
- (b) Neon indicator lamp of red/amber color on the top rear of the base unit, next to or near the On/Off switch on the top of the cabinet, to indicate the unit is plugged in and receiving power.
- (c) Selector switch with multiple contact blocks to control each motor and antistatic unit. This On/Off switch is to be mounted on top of the cabinet near the right rear corner.
- (d) The switch and all connectors to be made inside a small enclosure, removable from the top of the machine.
- (e) Three sets of switches and contact blocks to be included as spares.
- (f) Each drawing machine and/or electrical components must meet or exceed Underwriter Laboratory (UL) specifications.

3.2.4 Additional Machine Requirements

- (a) The delivery, mixing, and selection process will be manual as the base operation. Each machine shall have the capability for the delivery, mixing, and selection process to be operated by a remote control in an "automatic" mode. The remote control and control panel on each drawing machine shall allow for the capability of the operator to set the parameters for the game or for manual activation of each function.
- (b) The cables for the remote control must not be less than 50 feet in length. Controls for the drawing machines must be able to be operated out of sight of television cameras. Each drawing machine must be designed in such a manner that the on-air personality at the drawing machine will also have the ability to initiate the automatic or manual game mode selection activation. External or remote controls for the gates and air mixing are required.
- (c) All horizontal surfaces, lines etc., must be level when the machine is placed on a level surface.

- (d) The design of each drawing machine must assure the completely random selection of official numbers drawn and that the drawing machine is tamper proof.
- (e) Each machine must not exceed 55" in height.
- (f) Each machine must be designed and constructed in a manner to ensure balls naturally gravitate to the center of the mixing chamber where the air flow enters the chamber.
- (g) Machines shall be designed with noise suppression techniques that facilitate a maximum of 75 decibels measured at a distance of 3' from the floor and 3' from the sides of a machine. The maximum rating of 75 decibels includes the machine operating with a full set of balls. Additional points will be awarded for decibel readings below 75 when the machine is on and all chambers are mixing a full set of balls.

3.3 EXPERIENCE

Vendors must have a demonstrable history of providing air-mix ball drawing machines.

3.4 DELIVERY

- (a) Delivery of the drawing machines shall be sixty (60) days from placement of order. Additional time may be granted by the Lottery if warranted.
- (b) The Contractor will be required to coordinate delivery with the Lottery.
- (c) Delivery of the drawing machines shall be F.O.B. Destination. Sealed, secured and inside warehouse door delivery is required for all shipments. The Lottery reserves the right to reject and refuse to accept and/or pay for all items which do not meet the specification requirements of this RFP. Also, the Lottery reserves the right to order additional quantities. Delivery of items will only be accepted between the working hours of 8:00 AM and 3:30 PM, Eastern Time.
- (d) Contractor must pay for sealed, secured delivery to and from its service center for any work done under warranty.

- (e) The Contractor will provide full time assistance on-site at the Florida Lottery headquarters in Tallahassee, Florida for 48 hours after delivery to train Florida Lottery staff and test the drawing machines. If the Lottery desires the Contractor to remain after the 48 hours for any reason to support the machines, then the Lottery will reimburse travel in accordance with the provisions set forth in Attachment A.

3.5 PACKAGING

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

3.6 WARRANTY

- (a) A warranty against defects, materials, workmanship, and failure to perform in accordance with required performance criteria is required on all machines and electric components for a period of not less than one (1) year from the date of acceptance of that machine by the Lottery.
- (b) Replacement of any drawing machine found to be defective within the warranty period shall be made without cost to the Florida Lottery.
- (c) The warranty shall apply to all commodities purchased under the provisions of this proposal. A warranty submitted with a Proposal response, either appearing separately or included in pre-printed literature, of less than one (1) year is not acceptable and provisions herein take precedence.
- (d) Draw machines are critical to the operation of the Lottery; therefore the Contractor will be required to replace damaged or faulty products or parts immediately upon notification, via overnight delivery and at the Contractor's expense. The Lottery will return the damaged products at a later date, at the Contractor's expense.

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

3.7 PARTS LIST

Contractor must provide a detailed list of all components used to manufacture a machine upon delivery of the machine.

3.8 MISCELLANEOUS REQUIREMENTS

- (a) The drawing machines must be manufactured of materials that can be cleaned with general purpose cleaners. The Contractor will provide its recommended cleaning products and intervals upon request of the Florida Lottery.

- (b) The Contractor will provide an operating manual and design schematics upon request of the Florida Lottery.

END OF SECTION

PART 4 – CONTRACT QUALIFICATION REQUIREMENTS

4.1 INTRODUCTION

In order for the Lottery to enter into a Contract with a Vendor, the Vendor and its Substantial Subcontractors, if any, must receive a favorable determination of financial responsibility and pass the Lottery's background investigation. Following the evaluation process the Lottery may enter into a Contract with the highest ranked Vendor (the "Apparent Successful Vendor") based on a preliminary determination of financial responsibility and receipt of a notarized Certification as to Criminal Convictions, both as detailed below. The Contract will be conditioned upon successful completion of the final determination of financial responsibility and the background investigation ("Conditional Contract"). If a Conditional Contract is entered into, an unfavorable final determination of financial responsibility or failure of the Vendor or its Substantial Subcontractors, if any, to pass the background investigation will result in cancellation of the Conditional Contract and the Lottery will move to the next highest ranked Vendor to Contract with.

Vendors are required to provide background information and financial information as specified in the RFP. Failure to provide the required information may cause a Vendor to be deemed non-responsive and, therefore, be disqualified from further consideration.

The Lottery seeks to maximize competition and reserves the right to follow up with Vendors to obtain the necessary information so that background investigations and financial status can be determined. Failure of a Vendor to timely respond to follow up requests from the Lottery may result in a determination of non-responsiveness and removal of the Vendor from further consideration.

4.2 FINANCIAL REVIEW

Prior to evaluation of a Vendor's Proposal, the Florida Lottery will reach a preliminary determination of financial responsibility on each Vendor responding to the RFP and its Substantial Subcontractors, if applicable. The preliminary determination will be accomplished by means of business reports from Dun & Bradstreet or business credit reports from credit reporting agencies. In order to have its Proposal evaluated, a Vendor and its Substantial Subcontractors, if any, must receive a favorable preliminary determination of financial responsibility.

Vendors and Substantial Subcontractors must provide the legal name under which credit is reported and their Dun & Bradstreet D-U-N-S number, if applicable.

The Florida Lottery will subsequently reach a final determination of financial responsibility on the Apparent Successful Vendor(s) and its Substantial Subcontractors, if any.

The final determination of financial responsibility will be accomplished through a more rigorous review process of the Apparent Successful Vendor(s) and any Substantial Subcontractor's Federal Income Tax returns and/or certified financial statements.

The Apparent Successful Vendor(s) and its proposed Substantial Subcontractors will be required to submit copies of filed Federal Income Tax returns for the last two completed fiscal years. If the vendor(s) chooses not to submit tax returns, certified financial statements in conformity with generally accepted accounting principles for the last two fiscal years can be substituted. Submissions must cover the most recent two (2) fiscal years. If certified financial statements or tax returns are not yet completed for the most recently completed fiscal year, the Vendor or Substantial Subcontractor must submit certified financial statements or tax returns for the two (2) most recent years for which they are available, and subsequently submit the most recently completed fiscal year statements or tax returns immediately upon their issuance.

If, due to a merger, combination, buy-out, or other restructuring ("organizational change"), the Apparent Successful Vendor(s) does not have the requisite certified financial statements or Federal Income Tax returns, each legal entity participating in the organizational change shall submit certified financial statements or Federal Income Tax returns as required above for the respective entity as it existed prior to the organizational change.

Upon request, the Vendor shall provide such additional financial information as specified by the Lottery in connection with this RFP. The Contractor shall provide such financial information as specified by the Lottery during the term of the Contract and any renewals thereof. In addition, the Contractor shall notify the Lottery of any change in financial conditions, as provided in Attachment A.

If, in response to this section, the Apparent Successful Vendor submits a consolidated financial statement or Federal Income Tax return of its parent company, the parent company must serve as financial guarantor of Vendor. Parent companies that serve as financial guarantors of subsidiary firms that submit Proposals to the RFP shall be held accountable for all terms and conditions of the Contract and shall execute the Contract as guarantor. The Lottery shall hold all firms jointly and severally responsible for carrying out all activities required by the Contract.

Please see the definition of Certified Financial Statements in section 1.2.

If the laws applicable to the Apparent Successful Vendor or Substantial Subcontractor are of a country other than the United States and render the Vendor or Substantial Subcontractor unable to provide certified financial statements, documents that provide the same level of assurance as certified financial statements must be submitted in lieu thereof. The financial statements will be reviewed to determine the financial responsibility of the Vendor.

4.3 VENDOR INFORMATION & DISCLOSURE / BACKGROUND INVESTIGATIONS

Vendors and their Substantial Subcontractors, if any, must submit certain required disclosures as detailed in this section in order for their Proposals to be evaluated.

Failure of a Vendor to make the required disclosures or ensure that its Substantial Subcontractor provides the required disclosures will result in the Proposal being ineligible for evaluation or Contract award. The disclosure information will be used by the Lottery in determining Vendor responsibility. A Vendor is not eligible to receive a Contract award if the Vendor or any of its officers, directors, joint venturers, partners, or trustees have been convicted of or entered a plea of guilty or nolo contendere to a felony in the preceding 10 years.

Vendors and their Substantial Subcontractors shall submit a notarized Certification as to Criminal Convictions Form (Attachment C) by their chief executive officer or chief legal officer regarding any such felonies or the absence thereof. The Certification as to Criminal Convictions will be used by the Lottery in making a preliminary determination of Vendor responsibility prior to evaluation of Vendor Proposals.

The representative of the Vendor who signs the Proposal should execute and submit the Disclosure Affidavit (Attachment D), as required by sections 24.108(4) and 24.111, Florida Statutes. A completed Disclosure Affidavit must also be submitted for any Substantial Subcontractor. If the Vendor or Substantial Subcontractor is a sole proprietorship or general partnership, the individual owner or each individual partner should also complete the Vendor Personal Profile Form (Attachment E).

Forms to be completed and executed by the Apparent Successful Vendor

These forms, which will be used in the background investigations, should be properly completed and executed and should be submitted with Vendor's Proposal. Failure by a Vendor to submit and complete the appropriate forms may cause its Proposal to be rejected as non-responsive.

The Lottery shall conduct full and complete background investigations of the Apparent Successful Vendor and its Substantial Subcontractors, if any. Prior to execution of a Contract, a background investigation shall be conducted on each owner, general partner, member, officer, director, and shareholder. For publicly traded corporations, background investigations will be conducted only on shareholders of 5% or more.

After reviewing the Disclosure Affidavits, the Division of Security will notify the Apparent Successful Vendor of the individuals who must complete a Vendor Personal Profile Form and fingerprint card (Attachment F) and will provide a date for completion and submission of all forms. Failure of the Apparent Successful Vendor to supply all of the requested Vendor Personal Profile Forms for itself and any of its Substantial Subcontractors by the date established by the Lottery may cause the Lottery to reject the Vendor's Proposal as non-responsive.

All of the forms which will be used in the full background investigations must have original signatures and be notarized. While conducting the background investigation, the Division of Security may contact a designated representative of the Vendor for additional information needed to conduct the investigation.

If the Vendor or a Substantial Subcontractor is a subsidiary of a parent entity, the Lottery may request the above disclosures from the parent entity as necessary.

If any organizational changes or changes of key personnel occur during the term of the Contract, the Contractor and Substantial Subcontractors, if any, will be required to submit Vendor Personal Profile Forms for a background investigation of new owners, officers, directors, shareholders, general partners or members joining the firm or the parent company, if any.

If the Contractor or a Substantial Subcontractor is a subsidiary of a parent entity and the parent entity changes or undergoes organizational changes during the term of the Contract, or any renewals thereof, the Lottery may request Vendor Personal Profile Forms, fingerprint cards and a Disclosure Affidavit, as appropriate to the changes, for the purpose of conducting background investigations.

Additional Background Investigations

The Lottery may initiate investigations into the backgrounds of any officers, principals, investors, owners, subcontractors, employees or any other associates of the Contractor it deems appropriate. Such background investigations may include fingerprint identification.

Key personnel who will be performing services under the Contract, and as designated by the Lottery, will be required to undergo a background investigation by the Division of Security within thirty (30) days of execution of a Contract.

Each designated individual will be fingerprinted and will be required to complete a background investigation form to be provided to the Lottery. The Vendor must designate a contact person to assist in the coordination of paper work required for these background investigations.

The Contractor consents to cooperate with such investigations and to instruct its employees to cooperate. The Lottery may terminate the Contract based upon any adverse results of these background checks if the Lottery determines that its integrity, security, or goodwill may be in jeopardy.

The ability to conduct background investigations is a continuing right of the Lottery throughout the term of the Contract.

4.4 CONFLICT OF INTEREST AND DISCLOSURE

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

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

4.5 ACKNOWLEDGMENT OF RFP ADDENDA

The Vendor must sign a form provided by the Lottery indicating acknowledgement of RFP addenda as distributed by the Issuing Officer. This acknowledgement should be submitted with the Proposal.

Written acknowledgement of all addenda issued prior to the RFP due date shall become part of each Vendor’s Proposal.

4.6 RESPECT OF FLORIDA – CONTRACTUAL RELATIONSHIP

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

By submitting a response to this RFP, each Vendor is committing to adhere to Chapter 413, Florida Statutes.

END OF SECTION

PART 5 – INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

5.1 PROPOSAL LABELING

Each Vendor's Proposal and contract qualification submission must be in a sealed container(s) and must be identified as the Vendor's Proposal. The exterior of each container shall contain the following information:

Project Number: 05-10/11
Request for Proposal for
Air Mix Lottery Ball-Drawing Machines
Due 3:00 P.M., ET
April 19, 2011
Vendor's Name

**TECHNICAL PROPOSAL
CONTRACT QUALIFICATION DOCUMENTS**

Each Vendor's Decibel Level information Cost Proposal must be in a separate sealed envelope and must be identified as the Vendor's Decibel Level and Cost Proposal. The face of each envelope shall contain the following information:

Project Number: 05-10/11
Request for Proposal for
Air Mix Lottery Ball-Drawing Machines
Due 3:00 P.M., ET
April 19, 2011
Vendor's Name

DECIBEL LEVEL AND COST PROPOSAL

All Proposals shall be sent or delivered to the Florida Lottery, Purchasing Office, 250 Marriott Drive, Tallahassee, FL 32301. Upon receipt, the Lottery will stamp each container with the date and time of receipt.

5.2 COPIES OF PROPOSALS

Vendors may submit their proposal in a printed or electronic format (PDF format) on CD ROM. Vendors shall deliver the original and six (6) copies (either electronic PDF or printed) of their Proposal no later than the date and time set forth in the schedule of events. If a vendor elects to submit their proposal in a printed format, then, the original and each copy of the Proposal should contain an electronic version of the Proposal on a CD in a single PDF file format. An original Proposal must contain originals of all documents required to be submitted by Vendors, joint Vendors, and/or Substantial Subcontractors, if any.

Vendors shall deliver the original of their Decibel Level and Cost Proposal no later than the date and time set forth in the schedule of events. No copies should be submitted.

If a Vendor's proposal contains confidential information, then a redacted copy of the proposal must also be provided on a separated CD and marked as a redacted copy. This redacted copy will be used to fulfill public records requests.

5.3 EXECUTION OF PROPOSAL

Each original Proposal must contain the original signature of an authorized representative who can legally bind the Vendor in a contractual obligation. Each Proposal should be typed or computer processed. Each Proposal should be submitted with Vendor's name and page number on each page.

Each Proposal should provide a transmittal letter that identifies the submission as "Proposal for Air Mix Lottery Ball-Drawing Machines." The transmittal letter should identify the Vendor, its address, telephone number, fax number, email address if applicable, and the name and title of the authorized representative submitting the Proposal. The letter should identify any and all joint proposing firms and/or Substantial Subcontractors.

The transmittal letter should identify the names and telephone numbers of the persons to be contacted regarding the Vendor's security and financial information.

Two (2) or more firms may submit a joint Proposal in response to this RFP. If a joint Proposal is submitted, the Proposal shall fully define the responsibilities that each firm is proposing to undertake. One firm shall be designated as the primary firm. All firms and their authorized representatives shall be identified in the transmittal letter, and all authorized representatives shall sign the transmittal letter. The Proposal shall designate a single authorized official from one of the joint firms to serve as the sole point of contact between the Lottery and the joint responding firms. Any Contract resulting from the joint Proposal shall be signed by principals or officers of each firm. The Lottery shall hold all firms jointly and severally responsible for carrying out all activities required by the Contract.

A Vendor may submit only one (1) Proposal or be included in one (1) joint Proposal. A Vendor who submits a Proposal in its own name may not also submit a joint Proposal with another firm, nor may it submit a second Proposal in its own name. In the event multiple Proposals are submitted, the Lottery will consider only the Proposal received first.

5.4 PROPOSAL FORMAT

The objective of the Proposal is to demonstrate the Vendor's qualifications and ability to provide the commodities and/or services required. Emphasis in each Proposal should be on completeness and clarity of content, thereby enabling the Lottery to make a fair evaluation of the Vendor and its Proposal. Failure of a Vendor to provide the appropriate detailed information or materials in response to each stated requirement or request for information may result in lower scores for the Vendor; however, redundant or extraneous information is discouraged.

In order to expedite the evaluation of the Proposal, Vendors should follow the below format and instructions regardless if submitted in printed or digital format:

- a) Pages should be submitted in 8.5" by 11" format.
- b) If printed, proposals should be in a 3-ring binder and each should be identified, as applicable, "original" or "copy" (copies and their corresponding CD's should be numbered sequentially).
- c) Proposal binders should be clearly labeled on the front cover and spine.
- d) All pages should be consecutively numbered.
- e) All major sections should have a divider page with a tab. The name of the section should be printed on the tab.
- f) The Proposal format should be formatted as follows where Tabs 2 and 3 represent specific item-by-item responses to subsections 5.4.1 and 5.4.2 below:
 - Table of Contents
 - Tab 1 Transmittal Letter
 - Tab 2 Written Statement
 - Tab 3 Specification Compliance
 - Tab 4 Attachments

Vendors should not disclose decibel levels or cost information in the body of the Proposal. Including decibel levels and cost information in the Proposal may cause the Proposal to be disqualified. Refer to section 5.1 of this RFP document for information on properly submitting decibel levels and cost information.

Each Proposal should contain the following information:

5.4.1 Corporate Experience

In this regard, the Vendor should provide information specifically addressing and describing:

- i. A brief history of the company, including the number of years in business and the founding date of the organization;

- ii. A description of the Vendor's experience in providing lottery industry air mix ball drawing machines;
- iii. A list of current accounts and the nature of commodities the company is providing;
- iv. Contact information for a minimum of (3) customers, from the past three (3) years, who may be used as references for commodities similar to those required by this RFP; and
- v. Identification of any contracts, by client name, for commodities similar to those required by this RFP that have been terminated within the past four (4) years. The Vendor should identify the reason(s) for termination and describe any mitigating circumstances the Vendor believes contributed to the problem. If there are none, then a statement indicating so should be provided.

The Florida Lottery reserves the right to visit the Vendor's facility or a Vendor's customers to review machines similar to those being offered.

5.4.2 Air Mix Ball Machines

Vendors should provide the following information:

5.4.2.1 Design, Construction, and Durability

- a. A general description of the drawing machines being proposed.
- b. A complete description of construction methods and techniques used to manufacture the machines. Vendors are encouraged to explain the use of construction methods/techniques that are the result of enhancements to previous methods/techniques to improve durability and/or performance. Vendors should describe how their machine meets and/or exceeds the specifications in Section 3.
- c. Professional diagrams/illustrations and photographs (if available) of the offered drawing machines should be included with the proposal. The diagrams/illustrations should include, at a minimum, detailed dimensions, height, width, length and any other applicable measurements or specifics of each of the drawing machines.
- d. Vendors must identify any items not specified by the Lottery which are necessary for the manual operation of the drawing machines. The cost of any such items shall be included in the base price of each machine and any such items shall not supersede any specifications and/or requirements of this RFP.
- e. Vendors must provide a service history for the last five years (2006-2010) for the drawing machines being offered in response to this RFP.

Service history should include any problems in service, installation or repair that have been experienced by other customers in the utilization of equipment similar to the drawing machines being offered to the Florida Lottery. If the machine offered has not been in production for the prescribed period of time, then the service history of machines comparable in design, construction techniques and components may be provided.

5.4.2.2 Visual Presentation

Vendors should describe the philosophy and approach behind the design elements and construction techniques of the machines proposed that will provide an attractive, professional visual presentation of the ball drawings for broadcast purposes.

5.4.2.3 Operating Noise Level

Vendors should indicate the decibel reading on all four sides at the same distances indicated herein. For purposes of awarding points, the highest decibel level of the 4 decibel readings will be used.

5.5 DECIBEL LEVEL, COMPENSATION AND COST PROPOSAL

Each Vendor shall provide its decibel levels and pricing as set forth in Attachment H to provide the necessary drawing machines. Vendors should use the Decibel Levels and Cost Proposal form (Attachment H) in submitting dB levels and cost proposal.

5.6 OPTIONS

Vendors are encouraged to offer pricing on the following options:

- re-usable shipping container/transport case for each machine proposed.
- features/options that the Vendor feels may be beneficial to the Florida Lottery. Such features/options may be considered at the time of placement of order for the machines specified in this RFP, or at a later time after the machines are put into service.

Costs for options offered under this section will not be factored in the award process. Information detailing available options may be provided in the technical proposal, however, Vendors are to indicate if the optional feature/item is included in the base cost or at an additional cost. Failure to indicate so will result in it being deemed to be included in the base cost of a machine.

5.7 ADDITIONAL MACHINES (Optional)

The Florida Lottery reserves the right, during the term of the Contract to purchase any number of additional machines from the awarded Contractor(s).

The Florida Lottery is interested in receiving proposals on new Mega Money™, Fantasy 5®, and Florida Lotto™ machines; however there is not a guarantee that an order will be placed for these machines. Vendors desiring to provide a proposal for these machines shall provide the same information required for the Cash3 and Play4 machines specified Sections 5.4.2, 5.5 and 5.6.

5.7.1 Mega Money™ machines

These are 2-chamber drawing machines. The 1st chamber mixes 44 white balls and 4 balls are drawn and delivered to a single display tube on top of the machine. The 2nd chamber mixes 22 magenta balls and 1 ball is drawn (the Mega Ball) and delivered into a single display tube adjacent to the first display tube.

5.7.2 Fantasy 5® machines

These are single chamber drawing machines that mix 1 set of 36 balls. Five (5) balls are drawn via individual display tubes on top of the mixing chamber.

5.7.2 Lotto™

These are single chamber drawing machines that mix 1 set of 53 balls. Six (6) balls are drawn via individual display tubes on top of the mixing chamber.

Contracts for these machines may be awarded independently of each other and of the Cash 3 and Play 4 machines.

The Phase I Technical Proposal score will carry apply to the evaluation of the proposals for the machines described above and the Decibel and Cost Score will be separately calculated for each machine proposed in response to this Section.

5.8 TRADE-IN PRICING

The Florida Lottery desires Vendors to offer trade-in pricing for the three (3) and four (4) chamber drawing machines that are in current rotation by the Lottery. The trade-in process would occur when the new machines are delivered, inspected, tested and accepted. This process would necessitate delivery of the new machines on a Monday or Tuesday so they can be tested for use during the draws occurring during the next weekend. Trade-in costs will be factored into calculating lowest proposal costs for the 3 and 4 chamber machines only.

Vendors desiring to inspect the machines that are available for trade-in may contact the Issuing Office identified in Section 1.7 to coordinate an inspection.

Trade-in pricing is not being requested for machines proposed in response to Section 5.7

5.9 TIMELY SUBMISSION

It is the Vendor's responsibility to ensure that its Proposal is delivered by the due date and time to the Lottery's Purchasing Office. Proposals that for any reason are not timely received will not be considered. Unsealed and/or unsigned Proposals and Proposals by telegram, telephone, or facsimile transmission are not acceptable, and will be declared non-responsive. A Proposal may not be altered after it is submitted.

END OF SECTION

**PART 6 - PROPOSAL EVALUATION PROCESS AND
NOTICE OF AGENCY DECISION**

6.1 INTRODUCTION

This part describes the evaluation process that will be used to determine which Proposal provides the greatest overall benefits to the Lottery. The ability of the Lottery to evaluate a Vendor's Proposal is dependent upon the completeness of the Proposal.

The failure of a Vendor to provide information requested by this RFP may result in rejection of the Vendor's Proposal or reduction in scoring during the evaluation.

6.2 CONTRACT QUALIFICATION REVIEW

The Lottery will review Proposals to determine responsiveness and responsibility. The responsiveness review will assess compliance with the Proposal submission requirements, including responsiveness to terms, conditions and requirements. The responsibility review will assess the conflict of interest information and other documents submitted in response to this RFP to determine the Vendor's capability to perform the Contract requirements, and its demonstration of sufficient financial responsibility, security, integrity, and reliability to assure good faith performance. Responsive Proposals submitted by responsible Vendors will be provided to an Evaluation Committee for evaluation using the process described herein.

6.3 EVALUATION COMMITTEE

The Lottery intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The evaluation will be conducted by an Evaluation Committee of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements called for by the RFP. The names of Committee members will not be announced prior to the start of evaluations.

6.4 PROPOSAL EVALUATION PROCESS

This section describes the review and evaluation process of Proposal submissions. The Lottery will evaluate Proposals in two (2) phases after the contract qualification review is completed. The two (2) phases are:

Phase I	Technical proposal evaluation	600 points maximum
Phase II	Decibel Level and Cost proposal evaluation	400 points maximum
MAXIMUM AVAILABLE POINTS		1000

The Lottery reserves the right to obtain, from sources other than the Vendor, information concerning a Vendor, the Vendor's offerings and capabilities, and the Vendor's performance, that the Lottery deems pertinent to this RFP and to consider such information in evaluating the Vendor's Proposal.

This may include, but is not limited to, the Evaluation Committee engaging consultants or additional experts from outside the Evaluation Committee to better inform the Evaluation Committee's findings.

A weighted scoring system will be used in the evaluation of Technical Proposals as described below. The Evaluators will use the Evaluator Multiplier Score Form (Attachment I) for this process.

6.4.1 Multiplier Score

For each criterion in section 5.4, each Evaluator, working independently, will award a numerical score of a whole number from 1 through 5 that represents the Evaluator's assessment of the relative merits of the Proposals as described below:

<u>Multiplier Score</u>	<u>Description</u>
5	The Vendor's Proposal was outstanding for this criterion, and the Evaluator could not determine any significant limitations or concerns.
4	The Vendor's Proposal was good for this criterion, and the Evaluator could determine only minor limitations or concerns.
3	The Vendor's Proposal was fair for this criterion, and the Evaluator could determine limitations or concerns.
2	The Vendor's Proposal was poor for this criterion, and the Evaluator could determine serious flaws and concerns.
1	The Vendor's Proposal was found by the Evaluator to be so severely flawed for this criterion as to render an essential element of the criterion unworkable.

The multiplier scores of all Evaluators for each criterion will be added together and then divided by the number of Evaluators to arrive at an average multiplier score (rounded to the nearest one-tenth decimal point) for each criterion for each Vendor.

6.4.2 Criteria Weight Factors

The weight factors for the criteria are:

<u>Section Reference</u>	<u>Summary Description</u>	<u>Weight Factor</u>
5.4.1	Corporate Experience	40
5.4.2	Air Mix Ball Machines	
5.4.2.1	» Design, Construction, and Durability	60
5.4.2.2	» Visual Presentation	20
5.4.2.3	» Decibel Level	See below

The weight factor for each criterion will be multiplied by the average multiplier score determined pursuant to subsection 6.4.1 to arrive at the Vendor's total score for that criterion. The criterion scores will be added together to determine a Vendor's total Technical Proposal score. The maximum number of available points for this Section is 600.

Vendors are cautioned that every criterion is important and that a poor response to a lesser-weighted criterion still can have a significant impact on the Vendor's final score as compared with other Vendors' scores.

The Vendors will be ranked in descending numerical order based upon their technical Proposal scores.

6.5 DECIBEL LEVEL AND COST PROPOSAL OPENING

The Decibel Level and Cost Proposals will be opened, read aloud and recorded in a public meeting after scoring and ranking of the weighted criteria in the technical Proposals.

The decibel level and cost evaluation will occur after evaluation and scoring of the weighted criteria in the technical proposal. For each Proposal, the Lottery's decibel level and cost evaluation will be based on the Vendor's specified decibel level and proposed cost, as prescribed in Part 5 of this RFP.

The Lottery will award up to 100 points for the decibel level and 300 points for cost (rounded to the nearest one-tenth decimal point).

Points awarded for decibel level is:

Decibel reading of 71 to 75 dB	=	50 points
Decibel reading of 66 to 70 dB	=	75 points
Decibel reading 65 or less	=	100 points

A decibel reading above 75 will receive 0 points.

Cost Proposal points will be based on a ratio of the Cost Proposal being evaluated versus the lowest-cost acceptable Proposal. The formula for any particular Cost Proposal being evaluated is:

$$\text{COST POINTS} = 300 \times (\text{LOWEST PROPOSAL COST} / \text{EACH VENDOR'S PROPOSAL COST})$$

Under this formula, the lowest cost acceptable Proposal receives all 300 available cost points. A Proposal twice as expensive as the lowest cost acceptable Proposal earns half as many, or 150 cost points.

6.6 PROPOSAL RANKING

The Lottery will combine the points for the technical proposal and cost proposal to determine the total score for each eligible Proposal, the highest of which will be the apparent overall preferred Proposal.

In the case of an exact tie in the scoring, the tie will be resolved in accordance with section 295.187, Florida Statutes and rule 60A-1.011, Florida Administrative Code, which may include certification that a drug-free workplace has been implemented. Vendors may execute and return Attachment J, Certification of a Drug Free Workplace, to be considered in the event of an exact tie Proposal.

6.7 NOTICE OF AGENCY DECISION

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

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

END OF SECTION

Attachment A

MANDATORY REQUIREMENTS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment A

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

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

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

Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Reply, proposal, offer, or reply on a contract to provide any commodities or services to a public entity; may not submit a Reply, proposal, offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Replies, proposals, offers, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor represents and warrants that it is not on the discriminatory vendor list and that it will promptly notify the Lottery if its name is placed on the list during the term of the Contract.

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

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

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

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

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

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

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

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

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

Attachment A

Invoicing and Payment

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

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

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

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

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

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

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

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

MyFloridaMarketPlace

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

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

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

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

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

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

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

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

Attachment A

Public Entity Crime - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Reply, proposal, offer or reply on a contract to provide any commodities or services to a public entity; may not submit a Reply, proposal, offer or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Replies, proposals, offers or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor represents and warrants that it is not on the convicted vendor list and that it will promptly notify the Lottery if its name is placed on the list during the term of the Contract.

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor and its employees shall accept no pay, remuneration, or gratuity of any value for performance on or information derived from this contract from any person or entity other than the Lottery.
2. The Contractor and its employees shall not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of material monetary value to any Lottery employee.
3. The Contractor and its employees shall not disclose any business sensitive or confidential information gained by virtue of this Contract to any party without the written consent of the Lottery.

Attachment A

4. The Contractor and its employees shall take no action in the performance of this Contract to create an unfair, unethical, or illegal competitive advantage for itself or others.
5. The Contractor and its employees shall not have any financial or personal interests relating to this project (other than the Contract itself) without the explicit written consent of the Lottery.

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

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

Warranties of Contractor - Contractor covenants and warrants as follows:

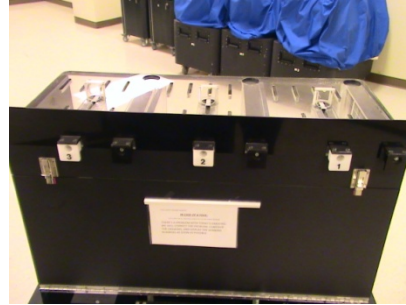
1. It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
2. It is possessed of the legal authority and capacity to enter into and perform the Contract;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

Attachment B

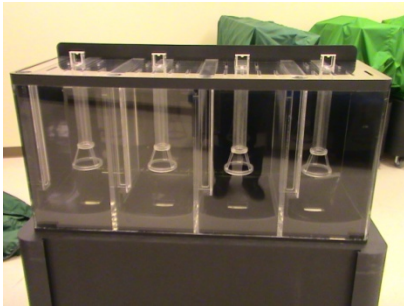
Current 3 Chamber Machine
Front



Current 3 Chamber Machine
Back



Current 4 Chamber Machine
Front



Current 4 Chamber Machine
Back



Attachment C

To be completed by one of the following:

Chief Executive Officer
Chief Legal Officer



CERTIFICATION
AS TO CRIMINAL CONVICTIONS

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who, after being first duly sworn, stated as follows:

1. My name is _____.
2. I am the _____ (Chief Executive Officer or Chief Legal Officer) of _____ (insert Vendor's legal entity name). In that capacity, I have knowledge of the facts contained herein and have authority on behalf of the Vendor to execute this Certification.
3. This Certification is being provided in support of the Vendor's Proposal to Florida Lottery Request for Proposal # 05-10/11.
4. The Vendor (legal entity) **(has)**___ **(has not)**___ been convicted of, or entered a plea of guilty or nolo contendere to, a felony committed within the preceding 10 years, regardless of adjudication. [If applicable, attach information giving the details of such conviction(s) and/or plea(s).]

Please initial either paragraph 5 or paragraph 6, whichever is applicable. Both paragraphs cannot be applicable.

5. None of the Vendor's Directors, executive officers (Chairman, President, Chief Executive Officer, Senior or Executive Vice-President, Secretary, or Treasurer) or, if applicable, none of its trustees, partners, or joint venturers has been convicted of, or entered a plea of guilty or nolo contendere to, a felony committed within the preceding 10 years, regardless of adjudication. **[If this paragraph is applicable, initial here. _____]**

Attachment C

6. One or more of the Vendor's Directors, executive officers (Chairman, President, Chief Executive Officer, Senior or Executive Vice-President, Secretary, or Treasurer) or, if applicable, one or more of its trustees, partners, or joint venturers identified in the attachment(s) has/have been convicted of, or entered a plea of guilty or nolo contendere to, a felony committed within the preceding 10 years, regardless of adjudication. The details of such conviction(s) and/or plea(s) are attached. **[If this paragraph is applicable, initial here. _____]**

7. The information contained in this Certification and its attachments, if applicable, is true and correct to the best of my knowledge and belief.

Signature

Sworn to and subscribed before me this _____ day of _____, 2011, by
_____.

Notary Public

Personally known _____
Or
Produced identification _____
If produced identification,
type: _____

My Commission Expires:



DISCLOSURE AFFIDAVIT

BEFORE ME, the undersigned, personally appeared _____ (hereinafter AFFIANT), who, being first duly sworn, states that

1. AFFIANT is the _____ of _____ (hereinafter RESPONDENT), that is
(Corporate Officer position)
submitting a response for Air Mix Lottery Ball Drawing Machines (Project Number 05-10/11). AFFIANT has personal knowledge of the facts stated herein.

2. RESPONDENT is a (check one)
- _____ corporation (complete 3-6)
 - _____ partnership (complete 7-8)
 - _____ trust (complete 9-10)
 - _____ association (complete 11-13)
 - _____ sole proprietorship (complete 14)
 - _____ limited liability company (complete 15-17)

Respondent Contract Name _____ Business Telephone _____

Filing or document No. (if incorporated, LLC or LP) _____ State of registration _____

Business Address _____

A) In what states and jurisdictions does Respondent do business? _____

B) What is the nature of Respondent's business in each state or jurisdiction listed above? _____

C) In what states and jurisdictions does Respondent have contracts to supply gaming goods or services and what goods or services do you provide in each state?

State or Jurisdiction	Goods or Service
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attachment D

DOL #436 Eff. 11/2009

D) Has Respondent ever applied for, sought renewal of, received, been denied, have pending, or had revoked a gaming license of any kind in any state or jurisdiction? _____ Yes _____ No If yes, please explain and indicate the state(s) or jurisdiction(s) in which this occurred. _____

E) Has Respondent ever filed bankruptcy, been insolvent, reorganized or does Respondent have any pending litigation? _____ Yes _____ No If yes, please provide a detailed explanation. _____

F) Has Respondent pled guilty or nolo contendere or been convicted by a state or federal court of a felony committed within the preceding 10 years, regardless of adjudication? _____ Yes _____ No If yes, please explain. _____

IF RESPONDENT IS A CORPORATION

3. As used in this Affidavit, the term "officer" refers to a person holding one of the offices established in the Articles of Incorporation of RESPONDENT.

4. The names and addresses of the corporate officers of _____ are as follows:

The above-named persons constitute all of the officers of RESPONDENT.

5. The names and addresses of the directors of RESPONDENT are as follows:

The above-named persons constitute the entire Board of Directors of RESPONDENT.

6. Please complete either 6a or 6b, whichever is appropriate.

Attachment D

- a. RESPONDENT is not a publicly traded corporation. The names and addresses of the shareholders of RESPONDENT are as follows:

The above-named persons constitute all of the shareholders of RESPONDENT.

- b. RESPONDENT is a publicly traded corporation. The names and addresses of the shareholders of RESPONDENT who own 5% or more of the corporate stock are as follows:

The above-named persons constitute all of the shareholders of RESPONDENT who own 5% or more of the corporate stock.

IF RESPONDENT IS A PARTNERSHIP

7. The names and addresses of the general partners of RESPONDENT are as follows:

The above-named persons constitute all of the general partners of RESPONDENT.

8. The names and addresses of the limited partners of RESPONDENT are as follows:

The above-named persons constitute all of the limited partners of RESPONDENT.

IF RESPONDENT IS A TRUST

9. The names and addresses of the trustees of RESPONDENT are as follows:

The above-named persons constitute all of the trustees of RESPONDENT.

10. The names and addresses of the beneficiaries of RESPONDENT are as follows:

The above-named persons constitute all of the beneficiaries of RESPONDENT.

IF RESPONDENT IS AN ASSOCIATION

11. The names and addresses of members of RESPONDENT are as follows:

The above-named persons constitute all of the members of RESPONDENT.

12. The names and addresses of the officers of RESPONDENT are as follows:

The above-named persons constitute all of the officers of RESPONDENT.

Attachment D

13. The names and addresses of the directors of RESPONDENT are as follows:

The above-named persons constitute all of the directors of RESPONDENT.

IF RESPONDENT IS A SOLE PROPRIETORSHIP

14. AFFIANT is the sole owner of Respondent. If so, complete the Vendor Personal Profile Form.

IF RESPONDENT IS A LIMITED LIABILITY COMPANY

15. The names and addresses of members of RESPONDENT are as follows:

The above -named persons constitute all of the members of RESPONDENT.

16. The names and addresses of the managers of RESPONDENT are as follows:

The above-named persons constitute all of the managers of RESPONDENT.

17. The names and addresses of the officers, if any, of RESPONDENT are as follows:

The above-named persons constitute all of the officers of RESPONDENT.

ALL RESPONDENTS

18. Have any of the individuals identified in paragraphs 4 through 17 above pled guilty or nolo contendere or been convicted by a state or federal court of a felony committed within the preceding 10 years, regardless of adjudication? ____Yes ____No
If yes, please explain. _____

Attachment D

19. AFFIANT understands that the above requested information is required by Section 24.111, Fla. Stat., to be submitted as part of this procurement. AFFIANT further understands that if, during the investigation conducted, the information is found to be incorrect or incomplete, RESPONDENT may be rejected under the authority of the Lottery.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT'S SIGNATURE

STATE OF _____
COUNTY OF _____

Sworn to or affirmed and subscribed before me this _____ day of _____, 20____, by
_____.

Personally known ____
or
Produced identification ____
If produced identification,
type: _____

Notary Public

My Commission Expires:

DESIGNATED REPRESENTATIVE FOR BACKGROUND INVESTIGATIONS

Representative's Full Name:

Representative's Title:

Telephone Number: _____

Fax Number: _____



FLORIDA LOTTERY
VENDOR PERSONAL PROFILE FORM

Full Name: _____ Nickname(s): _____

Maiden Name: _____ Former Name(s): _____

Current Address: _____

Sex: [X] Female [X] Male

Race: [X] Black [X] White [X] Other: _____

Date of Birth: _____ Social Security Number: _____

Driver License No. and State: _____

Employer's Name and Address: _____

Occupation/Position Title: _____

Has your credit record ever been considered unsatisfactory within the past seven years (credit refused, filed for or declared bankruptcy, delinquent payment history, etc.)? [X] Yes [X] No

If yes, give a detailed explanation including dates, names of creditors, and circumstances. _____

Have you ever been convicted of or pled nolo contendere to any criminal violation regardless of adjudication within the past ten years? [X] Yes [X] No If yes, please explain. _____

Pursuant to Section 24.111, Florida Statutes, the Department of the Lottery shall investigate the financial responsibility, security and integrity of any person who submits a bid, proposal, or offer as part of a major procurement or as may be required by the Department. As a potential vendor, I hereby authorize the release to the Department of the Lottery of any information necessary for it to conduct such investigations.

Under the Federal Privacy Act, disclosure of a person's Social Security number is voluntary unless a Federal statute specifically requires such disclosure or allows states to collect the number. For vendors or potential vendors and their members, partners, officers, directors and shareholders, disclosure of the Social Security number on this form is voluntary for purposes of the Privacy Act.

Under Section 119.071(5), Florida Statutes, an agency may collect Social Security numbers if it is imperative for the performance of the agency's duties and responsibilities. Notice is hereby provided that it is imperative that the Florida Lottery collect the Social Security numbers of vendors or potential vendors and their members, partners, officers, directors and shareholders in order to conduct the background investigations required by Section 24.111, Florida Statutes, because Social Security numbers are used as an identifier in the databases searched. The Lottery may also provide this information to law enforcement agencies to enforce criminal laws.

I SWEAR OR AFFIRM THAT ALL OF THE FOREGOING FACTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

STATE OF _____ COUNTY OF _____ Signature _____

Sworn to or affirmed and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

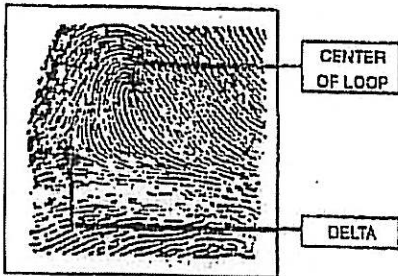
ATTACHMENT F

APPLICANT	LEAVE BLANK	TYPE OR PRINT ALL INFORMATION IN BLACK						EUI	LEAVE BLANK
SIGNATURE OF PERSON FINGERPRINTED		LAST NAME <u>NAM</u>		FIRST NAME		MIDDLE NAME			
RESIDENCE OF PERSON FINGERPRINTED		ALIASES <u>AKA</u>		OR <u>FL922770Z</u>		<u>FL DEPT OF LOTTERY</u>		DATE OF BIRTH <u>DOB</u> Month Day Year	
DATE		SIGNATURE OF OFFICIAL TAKING FINGERPRINTS		CITIZENSHIP <u>CTZ</u>		SEX	RACE	HGT	WGT
EMPLOYER AND ADDRESS <u>Florida Lottery - Vendor</u> <u>250 Marriott Drive</u> <u>Tallahassee, FL 32399-4022</u>		YOUR NO. <u>OCA</u>		FBI NO. <u>FBJ</u>		EYES		HAIR	
REASON FINGERPRINTED <u>State employee, retailer,</u> <u>vendor - FL Statute 110.1127</u>		ARMED FORCES NO. <u>MNU</u>		SOCIAL SECURITY NO. <u>SQC</u>		PLACE OF BIRTH <u>POB</u>		LEAVE BLANK	
		MISCELLANEOUS NO. <u>MNU</u>		CLASS		REF.			
1. S. THUMB		2. R. INDEX		3. R. MIDDLE		4. R. RING		5. R. LITTLE	
6. L. THUMB		7. L. INDEX		8. L. MIDDLE		9. L. RING		10. L. LITTLE	
LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY				L. THUMB	R. THUMB	RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY			

FEDERAL BUREAU OF INVESTIGATION
 UNITED STATES DEPARTMENT OF JUSTICE
 CJIS DIVISION/CLARKSBURG, WV 26306

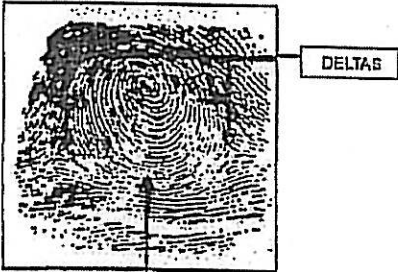
APPLICANT

1. LOOP



THE LINES BETWEEN CENTER OF LOOP AND DELTA MUST SHOW

2. WHORL



THESE LINES RUNNING BETWEEN DELTAS MUST BE CLEAR

3. ARCH



ARCHES HAVE NO DELTAS

TO OBTAIN CLASSIFIABLE FINGERPRINTS:

1. USE BLACK PRINTER'S INK.
2. DISTRIBUTE INK EVENLY ON INKING SLAB.
3. WASH AND DRY FINGERS THOROUGHLY.
4. PUSH FINGERS FROM NAIL TO NAIL, AND AVOID ALLOWING FINGERS TO SLIP.
5. BE SURE IMPRESSIONS ARE RECORDED IN CORRECT ORDER.
6. NOTICE IN THE APPROPRIATE FINGER BLOCKS IF APPLICANT IS MISSING ONE OR MORE FINGERS FOR ANY REASON. IF NOT MISSING, ALL FIVE IMPRESSIONS MUST BE PROVIDED WITH SCARS AND DEFICIENCIES NOTATED.
7. IF SOME PHYSICAL CONDITION MAKES IT IMPOSSIBLE TO OBTAIN STRICT IMPRESSIONS, SUBMIT THE BEST THAT CAN BE OBTAINED.
8. EXAMINE THE COMPLETED PRINTS TO SEE IF THEY CAN BE CLASSIFIED, BEARING IN MIND THAT MOST FINGERPRINTS FALL INTO THE PATTERNS SHOWN ON THIS CARD (OTHER PATTERNS OCCUR INFREQUENTLY AND ARE NOT SHOWN HERE).

THIS CARD FOR USE BY:

1. LAW ENFORCEMENT AGENCIES IN FINGERPRINTING APPLICANTS FOR LAW ENFORCEMENT POSITIONS.
2. OFFICIALS OF STATE AND LOCAL GOVERNMENTS FOR PURPOSES OF EMPLOYMENT, LICENSING, AND PERMITS, AS AUTHORIZED BY STATE STATUTES AND APPROVED BY THE ATTORNEY GENERAL OF THE UNITED STATES. LOCAL AND COUNTY ORDINANCES, UNLESS SPECIFICALLY BASED ON APPLICABLE STATE STATUTES DO NOT SATISFY THIS REQUIREMENT.
3. U.S. GOVERNMENT AGENCIES AND OTHER ENTITIES REQUIRED BY FEDERAL LAW.
4. OFFICIALS OF FEDERALLY CHARTERED OR INSURED BANKING INSTITUTIONS TO PROMOTE OR MAINTAIN THE SECURITY OF THOSE INSTITUTIONS.

LEAVE THIS SPACE BLANK

INSTRUCTIONS:

1. PRINTS MUST FIRST BE CHECKED THROUGH THE APPROPRIATE STATE IDENTIFICATION BUREAU, AND ONLY THOSE FINGERPRINTS FOR WHICH NO DISQUALIFYING RECORD HAS BEEN FOUND LOCALLY SHOULD BE SUBMITTED FOR FBI SEARCH.
 2. PRIVACY ACT OF 1974 (PL. 93-579) REQUIRES THAT FEDERAL STATE, OR LOCAL AGENCIES INFORM INDIVIDUALS WHOSE SOCIAL SECURITY NUMBER IS REQUESTED WHETHER SUCH DISCLOSURE IS MANDATORY OR VOLUNTARY, BASIS OF AUTHORITY FOR SUCH SOLICITATION AND USES WHICH WILL BE MADE OF IT.
 3. IDENTITY OF PRIVATE CONTRACTORS SHOULD BE SHOWN IN SPACE "EMPLOYER AND ADDRESS". THE CONTRIBUTOR IS THE NAME OF THE AGENCY SUBMITTING THE FINGERPRINT CARD TO THE FBI.
 4. FBI NUMBER, IF KNOWN, SHOULD ALWAYS BE FURNISHED IN THE APPROPRIATE SPACE.
- MISCELLANEOUS NO. RECORD: OTHER ARMED FORCES NO. PASSPORT NO. (FP), ALIEN REGISTRATION NO. (AR), PORT SECURITY CARD NO. (PS), SELECTIVE SERVICE NO. (SS) VETERANS ADMINISTRATION CLAIM NO. (VA).

CONFLICT OF INTEREST AND DISCLOSURE FORM

Vendors must disclose the following:

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

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

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

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

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

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

Vendor: _____

Signature of Authorized Representative: _____

Printed Name: _____

Date: _____

Attachment H

**Decibel Levels and Cost Reply Form
Air Mix Lottery Ball Drawing Machines
Project Number: 05-10/11**

Cash 3 - 3 Chamber Ball Drawing Machine \$ _____/each

Trade-in price for each 3 Chamber Ball Drawing Machine \$ _____/each*

Decibel Level _____dB

Play 4 - 4 Chamber Ball Drawing Machine \$ _____/each

Trade-in price for each 3 Chamber Ball Drawing Machine \$ _____/each*

Decibel Level _____dB

* Reference Section 5.8 of the RFP.

Pricing for options may be provided under a separate attachment.

Vendor's / Company Name Date

F.E.I.D. #

Signature of Authorized Representative

Printed or Typed Name of Authorized Representative

Address

City and State

(_____) _____ (_____) _____
Telephone Number FAX Number

Email Address

Dun & Bradstreet Number

Attachment H

**Decibel Levels and Cost Reply Form
Air Mix Lottery Ball Drawing Machines
(Additional Machines – Optional)
Project Number: 05-10/11**

Mega Money - 2 Chamber Ball Drawing Machine \$ _____/each

Decibel Level _____dB

Fantasy 5 - Single Chamber Ball Drawing Machine \$ _____/each

Decibel Level _____dB

Lotto - Single Chamber Ball Drawing Machine \$ _____/each

Decibel Level _____dB

Vendor's / Company Name

Date

F.E.I.D. #

Signature of Authorized Representative

Printed or Typed Name of Authorized Representative

Evaluator Multiplier Score Form**Air Mix Lottery Ball Drawing Machines****Vendor:****Evaluator Name:****Multiplier Scoring Scale**

Description	Multiplier Score
The Vendor's Reply was outstanding for this criterion, and the Evaluator could not determine any significant limitations or concerns.	5
The Vendor's Reply was good for this criterion, and the Evaluator could determine only minor limitations or concerns.	4
The Vendor's Reply was fair for this criterion, and the Evaluator could determine notable limitations or concerns.	3
The Vendor's Reply was poor for this criterion, and the Evaluator could determine serious flaws and concerns.	2
The Vendor's Reply was found by the Evaluator to be so severely flawed for this criterion as to render an essential element of the criterion unworkable.	1

Weight Factor	Evaluation Criteria	Multiplier Score Entry
40	<p>5.4.1 Corporate Experience</p> <p>In this regard, the Vendor should provide information specifically addressing and describing:</p> <ul style="list-style-type: none"> i. A brief history of the company, including the number of years in business and the founding date of the organization; ii. A description of the Vendor's experience in providing lottery industry air mix ball drawing machines; iii. A list of current accounts and the nature of commodities the company is providing; iv. Contact information for a minimum of (3) customers, from the past three (3) years, who may be used as references for commodities similar to those required by this RFP; and v. Identification of any contracts, by client name, for commodities similar to those required by this RFP that have been terminated within the past four (4) years. The Vendor should identify the reason(s) for termination and describe any mitigating circumstances the Vendor believes contributed to the problem. If there are none, then a statement indicating so should be provided. <p>The Florida Lottery reserves the right to visit the Vendor's facility or a Vendor's customers to review machines similar to those being offered.</p>	

Evaluator Multiplier Score Form**Air Mix Lottery Ball Drawing Machines**

Weight Factor Continued	Evaluation Criteria Continued	Multiplier Score Entry Continued
60	<p>5.4.2.1 Design, Construction, and Durability</p> <p>a. A general description of the drawing machines being proposed.</p> <p>b. A complete description of construction methods and techniques used to manufacture the machines. Vendors are encouraged to explain the use of construction methods/techniques that are the result of enhancements to previous methods/techniques to improve durability and/or performance. Vendors should describe how their machine meets and/or exceeds the specifications in Section 3.</p> <p>c. Professional diagrams/illustrations and photographs (if available) of the offered drawing machines should be included with the proposal. The diagrams/illustrations should include, at a minimum, detailed dimensions, height, width, length and any other applicable measurements or specifics of each of the drawing machines.</p> <p>d. Vendors must identify any items not specified by the Lottery which are necessary for the manual operation of the drawing machines. The cost of any such items shall be included in the base price of each machine and any such items shall not supersede any specifications and/or requirements of this RFP.</p> <p>e. Vendors must provide a service history for the last five years (2006-2010) for the drawing machines being offered in response to this RFP. Service history should include any problems in service, installation or repair that have been experienced by other customers in the utilization of equipment similar to the drawing machines being</p>	
20	<p>5.4.2.2 Visual Presentation</p> <p>Vendors should describe the philosophy and approach behind the design elements and construction techniques of the machines proposed that will provide an attractive, professional visual presentation of the ball drawings for broadcast purposes.</p>	

Evaluator Signature

Date

Attachment J
CERTIFICATION OF DRUG FREE WORKPLACE

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

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

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

Respondent: _____

Authorized Representative: _____

Signature: _____