

# **Florida Lottery Library of Procurement Information and Standard Forms (Attachment C) Hyperlinked Documents**

**Operational Security Studies and Evaluation  
Services  
Project No.: 054-18/19**



Florida Lottery  
Procurement Management  
250 Marriott Drive  
Tallahassee, Florida 32301



## **Mission Statement**

As set forth in Chapter 24, Florida Statutes, the Florida Lottery was created to allow the people of the state to benefit from significant additional moneys for education while playing the best lottery games available. The mission of the Florida Lottery is to maximize revenues in a manner consistent with the dignity of the state and the welfare of its citizens.

## **Sales Goals**

For purposes of the Florida Educational Enhancement Trust Fund revenue projections, the sales goals of the Florida Lottery are to achieve net ticket sales level of at least \$5 billion per fiscal year. This will yield an annual revenue transfer in excess of one billion dollars each fiscal year to the EETF.

## **Historical Background of the Florida Lottery**

The Lottery began ticket sales on January 12, 1988, and has since enjoyed strong sales and revenue performance. Florida Lottery annual sales have averaged over \$5 billion for the past six years through the implementation of successful product lines. The Florida Lottery's life-to-date sales exceed \$94 billion and have resulted in the transfer of more than \$30 billion to the Florida Educational Enhancement Trust Fund.

## **Product Descriptions**

The Florida Lottery offers a full complement of both Scratch-Off and Draw games including:

### **Scratch-Off Games**

Scratch-Off games offer players a chance to be an instant prize winner, even an instant multi-millionaire. The first Florida Lottery ticket, the \$1 Scratch-Off game MILLIONAIRE, went on sale in January 1988. The price and variety of games offered have increased over the years, as have their popularity, prizes, sales and profits for education. Early in the Lottery's history Scratch-Off games accounted for a little more than 20% of total Lottery sales; in fiscal year 2016 Scratch-Off sales were approximately \$4 billion, representing 65% of total Lottery sales and generating over \$734 million in revenue for education in a single year.

New Scratch-Off games are introduced approximately every six weeks and are unique in theme, play action and prize structure. The Florida Lottery offers approximately 70 Scratch-Off games at a given time, ranging in price from \$1 to \$25. Florida Lottery Scratch-Off game strategies have expanded to include licensed property games, "niche" games, families of games with varying price points and extended play games. Second chance drawings on the website are used extensively to add value to players' non-winning Scratch-Off tickets.

Scratch-Off tickets continue to be the source of greatest sales growth among maturing lottery states as those states find ways to increase the market penetration of Scratch-Off games and to increase play by existing Scratch-Off game players.



## **POWERBALL® with Power Play®**

The Florida Lottery launched POWERBALL, a multi-state jackpot game, in January 2009. In January 2016, POWERBALL set a new record with a \$1.586 billion jackpot.

POWERBALL drawings are held live at Florida Lottery Headquarters and aired on television stations throughout the U.S. on Wednesday and Saturday evenings at 10:59 p.m. Eastern Time (ET). During a drawing, six numbers are selected: five white ball numbers from 1 to 69 and one red Powerball number from 1 to 26. Players who match 5-of-5 numbers and the Powerball number win the jackpot, which starts at \$40 million and rolls over/increases each drawing without a jackpot winner. Players who match 5-of-5 numbers win \$1 million. There are seven other prize levels to match and win prizes in the POWERBALL game. Players may choose Power Play for a \$1 more per play to increase their non-jackpot prizes. Power Play players who match 5-of-5 numbers win \$2 million.

POWERBALL tickets cost \$2 per play, making it the highest grossing Florida Lottery Draw game. POWERBALL sales for fiscal year 2016 were approximately \$602 million and represented nearly 10% of total Lottery sales.

## **FLORIDA LOTTO® with XTRA**

Since its introduction in April 1988, FLORIDA LOTTO® has been the Florida Lottery's brand product whose name is often used synonymously with the Florida Lottery. FLORIDA LOTTO continues to be the number one in-state lotto game in the nation game, turning over 1,000 Florida players into jackpot winners and generating more than \$8 billion in revenue for Florida students and schools.

FLORIDA LOTTO drawings are held Wednesdays and Saturdays at 11:15 p.m. ET. Players win by matching some or all of the numbers on their \$1 ticket, to the six numbers (1 to 53) drawn. The XTRA play feature was added in October 2009, giving players a chance to multiply their non-jackpot prize amounts from 2-5 times for \$1 more per play. Sustaining and increasing sales outside the context of large Lotto jackpots remains the primary marketing challenge for the Lottery.

FLORIDA LOTTO and XTRA sales for fiscal year 2016 were approximately \$291 million and represented approximately 4.8% of total Lottery sales.

## **MEGA MILLIONS® with Megaplier®**

The Florida Lottery launched the multi-state game MEGA MILLIONS with Megaplier in May 2013, with drawings held live in Atlanta, GA and aired on television stations Tuesday and Friday evenings beginning at 11:00 p.m. ET. During the drawing, six numbers are selected: five white ball numbers from 1 to 75 and the Mega Ball number from 1 to 15. Matching all five white ball numbers and the Mega Ball number wins the jackpot, which starts at \$15 million and rolls over/increases each drawing without a jackpot winner.

Megaplier is an add-on feature that allows players to multiply their non-jackpot prizes, for just \$1 more per play. The Megaplier number, selected right before the MEGA MILLIONS draw, will determine the multiplier for that draw. If a MEGA MILLIONS with Megaplier player matching five white ball numbers, he/she wins \$5 million.

MEGA MILLIONS sales for fiscal year 2016 were approximately \$149.9 million and represented 2.5% of total Lottery sales.

## **LUCKY MONEY™ with EZmatch™**

In July 2014, the Florida Lottery replaced MEGA MONEY with LUCKY MONEY™ with EZmatch™. LUCKY MONEY jackpots start at \$500,000 and can roll over to up to \$2 million if there isn't a jackpot winner. Once the LUCKY MONEY jackpot reaches \$2 million and there is no jackpot winner, the jackpot prize pool rolls down and increases the payouts on all of the lower-tier prize levels. Tickets cost \$1 per play, and EZmatch can be added for \$1 more, which gives players the chance to win instant cash prizes of up to \$500. LUCKY MONEY drawings are held Tuesday and Friday evenings at 11:15 p.m. ET. Players win by matching some or all of the four white ball numbers from 1 to 47 and the Lucky Ball number from 1 to 17.

LUCKY MONEY sales for fiscal year 2016 were approximately \$85 million and represented 1.4% of total Lottery sales.

## **FANTASY 5® with EZmatch™**

FANTASY 5® was launched in 1989 and has changed game matrices and draw days several times throughout the years. . Tickets cost \$1 per play, and EZmatch can be added for \$1 more, which gives players the chance to win instant cash prizes of up to \$500. Drawings are held daily 11:15 p.m. ET. The FANTASY 5 top prize is typically around \$200,000 but varies based on sales. A player wins by matching some or all of the five numbers from 1 to 36. If there is not a top prize winner, the prize money rolls down to increase the prize amounts of the lower level prizes. FANTASY 5 is the top-selling game in its category nationally, creating nearly 700 million winners and generating over \$3 billion for Florida's education system.

In fiscal year 2016, FANTASY 5 and EZmatch combined sales were approximately \$296 million and accounted for approximately 4.9% of total Lottery sales.

## **PICK Daily Games™**

PICK 3, formerly CASH 3, was introduced in April 1988 and PICK 4, formerly PLAY 4, was added in July 1991. PICK 2 and PICK 5 were added in August 2016. Players pick their numbers 0-9, how they want to play and when to play, with drawings twice a day, every day at 1:30 p.m. and 7:57 p.m. ET. Players determine the price of their ticket (starting at just 50¢), the odds of winning (starting at 1:10) and the prize they could win (up to \$50,000) based on the numbers, play type and game they pick!

In fiscal year 2016, combined PICK sales were over \$671 million, accounting for more than 11% of total Lottery sales.



## **Florida Lottery Sales Network**

The Florida Lottery has a network of over 13,000 retailers across the state that are contracted to sell Lottery products. The largest retailer trade styles are convenience stores and convenience stores with gas which represent seventy-one percent (71%) of the retailer base and supermarkets which represent fifteen percent (15%). The other twenty-four percent (24%) represent a wide variety of other trade styles including restaurants, newsstands, liquor stores, and bowling alleys. The 13,000 retailers are further classified into two groups: corporate accounts and independently owned accounts. Lottery retailers receive a five percent (5%) sales commission plus a one percent (1%) commission for each prize cashed under \$600.

## **Market Research**

The Florida Lottery conducts a comprehensive, on-going marketing research program comprising several different types of studies. These studies have as their purpose gaining a better understanding of consumer behaviors and preferences, the public image of the Lottery and the financial impacts of game or program changes. This knowledge, in turn, improves the Lottery's ability to increase sales and transfer more money to the Educational Enhancement Trust Fund.

Studies include, but are not limited to, monthly Tracking Surveys that monitor trends in advertising awareness and play habits, focus group research for new games and brand analysis, and player panel studies for quick responses to game ideas.

In performing its work the Contractor will adhere to the following guidelines:

1. Advertising will be created and produced in a manner consonant with the dignity of the state and the welfare of its citizens.
  - ❖ Advertising will not contain or imply lewd or indecent language, images or actions.
  - ❖ Advertising will not portray product abuse, excessive play or a preoccupation with gambling.
  - ❖ Advertising will not imply or portray any illegal activity.
2. Advertising will not degrade the image or status of persons because of race, color, religion, national origin, sex or any other protected class.
3. Advertising will appropriately recognize diversity in both audience and media, consistent with these standards.
4. Advertising will not encourage people to play excessively or beyond their means.
  - ❖ Advertising and marketing materials should include a responsible play message when appropriate.
  - ❖ Responsible play public service or purchased media messages are appropriate, especially during large jackpot periods.
  - ❖ Support for compulsive gambling programs, including publications, referrals and employee training is a necessary adjunct to lottery advertising.
  - ❖ Advertising will not present, directly or indirectly, any lottery game as a potential means of relieving any person's financial or personal difficulties.
  - ❖ Advertising will not exhort play as a means of recovering past gambling or other financial losses.
  - ❖ Advertising will not knowingly be placed in or adjacent to other media that dramatize or glamorize inappropriate use of a lottery product.

## **Tone**

1. The Lottery will not be promoted in derogation of or as an alternative to employment, or as a financial investment or a way to achieve financial security.
2. Advertisements will not be designed so as to imply urgency, will not make false promises and will not present winning as the probable outcome.
3. Advertising will not denigrate a person who does not buy a lottery ticket or unduly praise a person who does buy a lottery ticket.
4. Advertising will emphasize the fun and entertainment aspect of playing lottery games and not imply a promise of winning.

5. Advertising will not exhort the public to wager by directly or indirectly misrepresenting a person's chance of winning a prize.
6. Advertising will not imply that lottery games are games of skill.

## **Minors and Other Non-Eligible Persons**

1. Persons depicted as lottery players in lottery advertising will not be, or appear to be, under the legal purchase age.
2. Advertising will not appear in media directed primarily to those under the legal age.
3. The Florida Lottery will not be advertised or marketed at venues where the audience is reasonably and primarily expected to be below the legal purchase age.
4. Advertising will not contain symbols or language that is primarily intended to appeal to minors or those under the legal purchase age.
  - ❖ The use of animation is to be monitored to ensure that characters are not associated with animated characters on children's programs.
  - ❖ Celebrity or other testimonials will not be used that would primarily appeal to persons under the legal purchase age.
5. Advertising will not encourage the purchase of lottery tickets by individuals who are not eligible to purchase or play the lottery.

## **Game Information**

1. Odds of winning must be readily available to the public and be clearly stated.
2. Advertising should state alternative cash and annuity values where reasonable and appropriate.

## **Beneficiaries**

1. Advertising may provide information regarding the use of lottery proceeds.
2. Advertising should clearly denote where lottery proceeds go, avoiding statements that could be confusing or misinterpreted.
3. Beneficiaries of lottery proceeds may be used in lottery advertising.

# Vendor Diversity Agreement Terms

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1. Upon written request from the Lottery, the Contractor will be required to submit a Small and Diverse Business Participation Plan ("Plan") to the Lottery on the implementation of Vendor Diversity practices; with a report on the prior year activities along with any Plan updates provided annually. The Plan and corresponding updates will be at no additional cost to the Lottery.

The Florida Lottery reserves the right to modify reporting requirements during the term of the Agreement as well as waive submission of an annual Plan should the Contractor exhibit good faith efforts as determined by the Lottery.

Failure to timely submit an acceptable Plan, if requested by the Lottery, will result in a delay in payment of the invoiced amount. Additionally, the Lottery at its sole discretion may determine the products and/or services invoiced for during the same period of time of when the Plan is due to not to be satisfactorily performed and payment of the corresponding invoice(s) may be delayed until the Plan has been submitted and approved.

2. The Contractor may obtain information on diverse business enterprises by contacting the Department of Management Services, Office of Supplier Diversity (OSD), 4050 Esplanade Way, Suite 360, Tallahassee, Florida 32399-0950 / (850) 487-0915 / [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com).
3. During the Agreement term, the Lottery will provide assistance in identifying procurement opportunities that may be issued for competition to Small, Certified, or Non-Certified Minority Businesses.
4. The Contractor agrees to allow its company information to be posted on the Lottery's web site. At a minimum, the company information will include the company name, contact person name for outreach activities, mailing address, phone and fax numbers, email addresses etc. The Lottery, at its sole discretion, may post the Contractor's Small and Diverse Business Plan as well as the required reports.
5. During the term of the Agreement, the Lottery may identify commodities and/or contractual services opportunities for Small and Diverse Business participation. The Lottery may provide a list of potential vendors that the Contractor will afford an opportunity to participate in providing a quote on the specified commodities and/or contractual services. The Contractor will be required to provide a report to the Lottery on the status of these initiatives, i.e., quoted date, vendors who participated, the outcome etc as outlined in the notification.
6. The Contractor will be asked to consider participating in Lottery identified "Annual Match Maker" expositions with a booth to facilitate one-on-one interaction with small and diverse businesses and enhance outreach initiatives pertaining to the Agreement. Attendance will be encouraged annually.
7. Failure to exhibit good faith efforts in Small and Diverse Business initiatives and outreach efforts may subject future purchases by the Contractor in fulfilling its contractual responsibilities to be coordinated with the Lottery and/or the Office of Supplier Diversity.



# Vendor Diversity Agreement Terms

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8. Additionally, failure to exhibit good faith efforts may cause the Contractor to be deemed non-responsible in future Lottery or other governmental entity competitive solicitations and subject to termination of the Agreement.
9. It is required that the Contractor, as part of implementing its participation plan, seek to utilize Certified Minority Business Enterprises (CMBEs) in performing services under the Agreement and/or afford the opportunity to provide day-to-day supplies and/or services.
10. A Certified or Non-certified Minority Business Enterprise subcontractor will not be allowed to subcontract any portion or portions of the work back to:
  - a. The Contractor, either directly to or through any other company or firm owned and/or controlled by the Contractor; or,
  - b. Any firm with which the CMBE has a present business relationship. A present business relationship is defined as both firms having some of the same owners or the sharing of space, equipment, financing or employees.
11. CMBE subcontractors will not be allowed to subcontract all or the majority of the sub-contractual portion of the work to another firm or firms. A CMBE subcontractor whose employees perform none of the direct labor or service activities specified in the Agreement will be prohibited from engaging in a sub-contractual agreement with the intent of collecting a broker's fee or commission.
12. Small and Minority Business Participation plans may be re-assessed and updated annually on the anniversary date of the Agreement. The Lottery reserves the right to require more frequent updates or to waive annual updates depending upon the Contractor's performance in outreach initiatives as determined by the Lottery and/or Office of Supplier Diversity.
13. The Contractor will provide to the Lottery a ninety (90) day spending plan on a quarterly basis. The Contractor agrees to allow this spending plan to be posted on the Lottery website as a resource for Small and Minority Business opportunities.
14. The Contractor will provide to the Lottery, on a monthly basis, a report which outlines commodities and/or contractual service expenditures with State of Florida businesses. These reports must include the vendor corporation name, address, summary of items purchase and total dollar amount for the month. The Florida Lottery will verify if the listed vendors qualify as a Certified or Non-Certified Minority Business Enterprise.

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Vendor Name

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Authorized Representative Printed (Typed) Name

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Authorized Representative Signature

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Date

# Mandatory Requirements of Agreement

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

**Audit** - The Contractor is required to maintain its books, records and other evidence pertaining to the Agreement in accordance with generally accepted accounting principles (GAAP) and such other procedures specified by the state of Florida. The Lottery reserves the right to audit all Contractor's and subcontractors' procedures and records using its employees, its designees or other State agencies to the extent permitted by law. The Contractor must maintain all supporting documentation for charges and/or reports to the Lottery for a period of five years after the expiration of, termination of, or final payment on, the Agreement, whichever is later. This documentation must be available for audit by the Lottery during this time period at the Lottery's discretion.

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

**Benefit** - The Agreement is for the benefit of the Lottery and the Contractor and not for the benefit of any third party or person.

**Contractor Ethics and Integrity** - The Contractor is obligated to meet high standards for ethics and integrity under the Agreement, therefore:

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

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

# Mandatory Requirements of Agreement

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**Controlling Law and Venue** - The validity, interpretation and performance of the Agreement will be governed by and construed according to the laws of the state of Florida. Any and all civil or administrative actions against the Lottery arising under the Agreement will be instituted in the appropriate court in Leon County, Florida.

**Ethics Policy: Gifts Prohibited** - Lottery employees are prohibited by the Lottery's ethics rule, 53ER12-18, Florida Administrative Code, from accepting anything of value from a lobbyist or principal of a lobbyist or 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. The 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 the Agreement if the Contractor violates this provision.

**E-Verify Employment Eligibility Verification Program** - Pursuant to state of Florida Executive Orders: 11-02 and 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. Also, the Contractor must include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Agreement term.

**Force Majeure** - Except as otherwise provided herein, neither the Contractor nor the Lottery will be liable to the other party for any delay in or failure of performance of any covenant contained herein, nor will any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. As used herein "force majeure" is strictly limited to an event which is outside the control of the party and cannot be reasonably avoided or deterred by such party, to include fire, explosion, action of the elements, terrorism, rationing, war, or civil disturbance. The existence of such causes of delay or failure will 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.

Anything in the foregoing notwithstanding, the Lottery, in its sole discretion, may elect to terminate the Agreement upon occurrence of any force majeure if continuation of the Agreement is materially threatened or hindered 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.

**Independent Contractor** - The Contractor, its employees, agents and subcontractors performing under the Agreement are not officers, employees, or agents of the Lottery. The Contractor is an independent contractor and will not hold itself out as nor claim to have any other relationship with the Lottery or the state of Florida by reason hereof.

**Inspector General** - The Contractor and its subcontractors are required to cooperate with the state of Florida, Office of Chief Inspector General, and the Florida Lottery, Office of Inspector General in any investigation, audit, inspection, review or hearing conducted pursuant to subsection 20.055, Florida Statute.

# Mandatory Requirements of Agreement



## **Invoices and Payment to Contractor**

1. Invoices for commodities and/or services delivered must cross-reference to the Agreement in such a manner that the Lottery can identify the authority for the charge submitted and otherwise be submitted in detail sufficient for a proper pre-audit and post audit thereof. All invoices must be submitted to: Financial Transactions, Florida Lottery, 250 Marriott Drive, Tallahassee, Florida 32301-4020. Delays in payment may occur if invoices are not submitted to the aforementioned unit. If invoices are submitted to other units within the Lottery, payment delays will not be considered the fault of the Lottery.
2. Payment must be made in accordance with Section 215.422, Florida Statutes. Upon receipt of the commodities and/or services provided by the Contractor to the Lottery, the Lottery will have 10 working days to inspect and approve the commodities and/or services. Within 20 days thereafter, the Lottery will deliver a request for payment to the Department of Financial Services. The 20 days will be measured from the latter of the date upon which a correct, undisputed invoice is received or the date the commodities and/or services are received, inspected and approved.

Payment will be delayed on invoices which are returned to the Contractor because of the Contractor's preparation errors or disputes. Undisputed amounts are subject to the invoice payment requirements. If a warrant is not issued within forty (40) days, a separate interest penalty as specified in Section 55.03, Florida Statutes, will be due and payable to the Contractor, in addition to the invoice amount. 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) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

3. The centralized Vendor Portal of the Florida Department of Financial Services, found at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>, provides pertinent information pertaining to vendor payment status, direct deposits and training opportunities. From this website vendors may also access the W-9 submission and information portal. State of Florida agencies are not permitted to make payments to any vendor that does not have a verified Substitute Form W-9 on file with the Department of Financial Services. For additional assistance please contact (850) 413-5510.

**Modification of Agreement** - The Agreement, including any attachments or exhibits, represents the entire agreement of the parties. The Agreement may only be modified or amended if documented in writing and upon mutual agreement/acknowledgement of the parties.

**Public Access to Records** – In accordance with the requirements of section 119.0701(2)(a), Florida Statutes, and in addition to the requirements herein, all documents, papers, letters, or other materials relating to the Agreement that are made or received by the Contractor in conjunction with the Agreement, except those matters which, under the Agreement, 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.

# Mandatory Requirements of Agreement



IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS REGARDING THE AGREEMENT AT: PHONE (850) 487-7777; E-MAIL: [OPENGOV@FLALOTTERY.COM](mailto:OPENGOV@FLALOTTERY.COM); ADDRESS: 250 MARRIOTT DRIVE, TALLAHASSEE, FLORIDA 32301.

Florida law requires that a request to inspect or copy public records relating to the Agreement be made directly to the Florida Lottery. If the Contractor receives a request for information pursuant to the Agreement, the Contractor will notify the Lottery immediately so that the Lottery may respond to the request. If the Florida Lottery does not possess the requested record, the Florida Lottery will immediately notify the Contractor and the Contractor must provide the records to the Florida Lottery or allow the records to be inspected or copied within a reasonable time. The Lottery may unilaterally cancel the Agreement for the Contractor's refusal to allow access to public records.

The Lottery will notify the Contractor within three business days of any public records request which includes confidential information submitted by the Contractor in order to provide an opportunity to protect any documents the Contractor deems to be confidential or to contain trade secrets.

**Public Entity Crime** – An entity, person or affiliate who has been placed on the discriminatory vendor list or the convicted vendor list following a conviction for a public entity crime may not:

1. submit a bid, proposal, or reply for an agreement to provide any goods or services to a public entity;
2. submit a bid, proposal, or reply for an agreement with a public entity for the construction or repair of a public building or public work;
3. submit a bid, proposal, or reply on leases of real property to a public entity;
4. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity;
5. transact business with any public entity on the discriminatory vendor list; or
6. 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.

The Contractor represents and warrants that it is not on the discriminatory or convicted vendor lists and that it will promptly notify the Lottery if its name is placed on the list during the term of the Agreement.

**Public Records Transfer** - Upon the expiration of the Agreement, all records made or received in conjunction with the Agreement, including records electronically-stored, must be transferred to the Lottery, at no cost. Electronically-stored records must be provided in a format as determined by the Lottery. Any and all duplicate public records that are exempt or confidential must be shredded upon expiration of the Agreement.

# Mandatory Requirements of Agreement

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This clause does not alleviate the Contractor's responsibility to maintain books, records or other evidence required for auditing purposes.

**Severability** - If any clause, term, or provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such event will 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.

**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 will be cause for unilateral cancellation of the Agreement.

**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 Agreement.

**Warranties of Contractor** - The 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 possesses the legal authority and capacity to enter into and perform the Agreement; and the Contractor's representative executing the Agreement is an Authorized Representative of the Contractor. Authorized Representative is defined as the owner, corporate officer, or director of the Vendor; or party authorized to legally bind the Vendor in a contractual obligation. A document establishing delegated authority must be provided to the Lottery, if the Agreement will be executed by someone other than an Authorized Representative.
3. It is duly authorized to operate and do business in the state of Florida and all places where it will be required to conduct business under the Agreement;
4. It has obtained or will obtain, at no cost to the state of Florida, all necessary licenses and permits required in connection with the Agreement and will otherwise 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 Agreement.
5. It has no present interest and will not acquire any interest that would conflict in any manner with the Agreement duties and obligations under the Agreement.
6. The services rendered will in all respects conform to, and function in accordance with, the specifications and designs requested in the Agreement.
7. Its performance under the Agreement will not infringe on any patent, copyright, trademark, service mark or other intellectual property rights of any other person or entity and will not constitute the unauthorized use of any trade secret of any other person or entity.

# RESPECT of Florida

## Agreement Terms

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- 1) No similar product or service of comparable price and quality necessary for the Contractor to fulfill its contractual obligations may be purchased from any other source other than RESPECT, when such products and/or services are certified by RESPECT to be manufactured or supplied by the blind or severely handicapped and the product or service meets the comparable performance specifications and comparable price and quality requirements as determined by the Contractor. The Contractor may make reasonable determinations of need, price and quality with reference to products or services available from RESPECT.
- 2) A complete listing of commodities and/or services offered by RESPECT of Florida is available at: [www.respectofflorida.org](http://www.respectofflorida.org).
- 3) RESPECT of Florida may be contacted at:  
  
RESPECT  
2475 Apalachee Pkwy  
Tallahassee, Florida 32301-4946  
Phone/direct: (850) 942-3555
- 4) A determination that a product or service provided by RESPECT does not conform to the requirements of a product and/or services specified by the Contractor will not constitute such a determination for all products and/or services available from RESPECT. Any claim of non-conformance must be addressed with RESPECT within two (2) business days of such determination to give RESPECT an opportunity to correct and satisfy product and/or service requirements. A determination of non-conformance can only occur during the Agreement term.
- 5) RESPECT may waive in writing its right to provide products and/or services to the Contractor, but such waiver is subject to an annual review by RESPECT.
- 6) During the term of the Agreement, the Lottery may identify products and/or services opportunities that may be available from RESPECT. Upon identification of such opportunities, the Lottery will provide a list itemizing the products and/or services that the Contractor will afford RESPECT an opportunity to provide. RESPECT will provide the Lottery reports on the expenditures made by a Contractor.
- 7) The Contractor will be required to meet and consult with representatives of the Lottery and RESPECT should the Lottery deem it necessary. If significant travel would be required for attendance at a consultation meeting, then a conference call will be required.

# RESPECT of Florida Agreement Terms

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

By submission of a Reply to this ITN, the Vendor certifies it agrees to adhere to Chapter 413, Florida Statutes and the RESPECT of Florida Agreement Terms as provided herein.

**Authorized Representative:**

The RESPECT of Florida Agreement Terms must be signed by an Authorized Representative of the responding Vendor, of if the Vendor submits a consolidated financial statement of its parent corporation an Authorized Representative of the responding Vendor's parent corporation. A document establishing delegated authority must be included with the Reply if signed by other than the Authorized Representative.

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Vendor Name

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Authorized Representative Printed (Typed) Name

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Authorized Representative Signature

---

Authorized Representative Title

---

Date





FLORIDA LOTTERY

VENDOR PERSONAL PROFILE FORM

Full Name: \_\_\_\_\_ Nickname(s): \_\_\_\_\_

Maiden Name: \_\_\_\_\_ Former Name(s): \_\_\_\_\_

Current Address: \_\_\_\_\_  
\_\_\_\_\_

Sex:  Female  Male

Race:  Black  White  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.)?  Yes  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?  
 Yes  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.**

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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



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 >. 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?

Table with 2 columns: State or Jurisdiction, Goods or Service. Multiple rows for data entry.

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.

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.

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. \_\_\_\_\_

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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:** \_\_\_\_\_

# Certification of Drug Free Workplace

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**IDENTICAL TIE SOLICITATION** - Preference will be given to businesses with drug-free workplace programs. Whenever two or more bids/proposals/replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/proposal/replies received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process. Established procedures for processing tie bids/proposals/replies will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business must:

- 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/reply 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/reply, 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.

Vendor Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_



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**CONFLICT OF INTEREST AND DISCLOSURE FORM**

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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.

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Vendor: \_\_\_\_\_

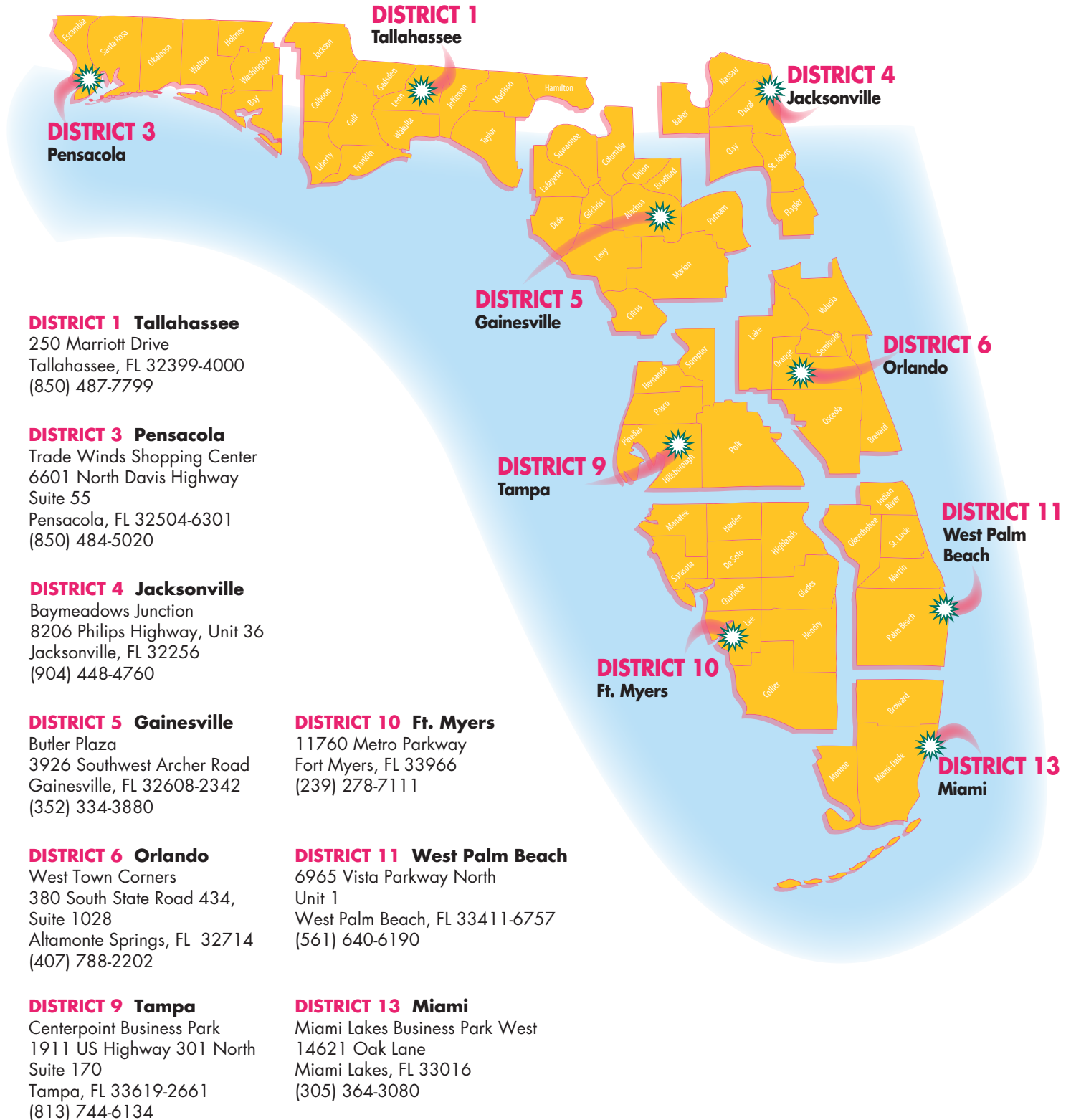
Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



# Florida Lottery District Offices



Between the years of 2000 and 2003, Districts 2, 7, 8 & 12 were consolidated with surrounding District Offices.



STATE OF FLORIDA
DEPARTMENT OF THE LOTTERY
250 MARRIOTT DRIVE • TALLAHASSEE, FLORIDA • 32301

Personal Inquiry Waiver
Authority for Release of Information

TO: Concerned Person or Authorized
Representative of Any Organization
Institution or Repository of Records

APPLICANT'S NAME
DATE OF BIRTH
SOCIAL SECURITY NO.

I respectfully request and authorize you to furnish the Florida Department of the Lottery any and all information that you may have concerning my criminal record, work record, school record, and military record. The information is to be used to assist the Department in determining my qualifications and fitness for the position I am seeking.

I hereby release you, your organization or others from any liability or damage that may result from furnishing the information requested above.

Applicant's Signature Date

Address

Home Phone Business Phone

AFFIDAVIT

State of County of

Before me personally appeared the said, who says
he/she executed the above instrument of his/her free will and accord, with full knowledge of the purpose thereof.

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

(Signature)
Notary Public

(Type or Print Your Name)
Notary Public

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 employees, 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 employees performing services for the Lottery in order to conduct the background investigations required by Sections 24.108 and 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.