



DON GAETZ
President of the Senate

THE FLORIDA LEGISLATURE

**INVITATION TO NEGOTIATE (ITN) #859
TWO-PART GAMING STUDY**



WILL WEATHERFORD
*Speaker of the House of
Representatives*

**NOTIFICATION OF INTENT
TO SUBMIT REPLY**

COMPLETE AND RETURN THIS FORM TO
Jeannie Evans, Purchasing Program Administrator, Office of Legislative Services
Email: evans.jeannie@leg.state.fl.us; Fax: (850) 414-1909
Address: 111 West Madison St., Room 874, Tallahassee, FL 32399-1400

Reply Number: ITN #859

Title: Two-Part Gaming Study

Date & Time Reply Due: February 28, 2013, at 5:00 p.m. EST.

Potential Respondents should notify the Florida Legislature by returning this Notification of Intent to Submit Reply Form as soon as possible after receipt, but in any event no later than February 28, 2013, at 5:00 p.m. EST. Complete the information below and send **this sheet only** by email to evans.jeannie@leg.state.fl.us or by fax to (850) 414-1909.

Company Name: _____

Contact Person: _____

Address: _____

City, State, ZIP: _____

Telephone: () _____

Email Address: _____

Certified by: _____

(Print or type name of owner, officer, or authorized agent)

Signature: _____ Title: _____

Date: _____

For further information, contact: Jeannie Evans, Purchasing Program Administrator
Email: evans.jeannie@leg.state.fl.us



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INVITATION TO NEGOTIATE (ITN) #859

TWO-PART GAMING STUDY

DEADLINE FOR TECHNICAL QUESTIONS: MARCH 4, 2013

REPLIES ARE DUE BY: MARCH 20, 2013, AT 3:00 p.m. EDT.

MAIL OR DELIVER REPLIES TO:

Jeannie Evans, Purchasing Program Administrator
Office of Legislative Services
111 West Madison St., Room 874, Tallahassee, FL 32399-1400

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SECTION 1 – INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS TO RESPONDENT

This section contains instructions explaining the solicitation process and the actions necessary to respond. It is the responsibility of each Respondent to monitor the website at <http://www.leg.state.fl.us/ITN859> for new and changing information.

SECTION 2 – CONTRACT CONDITIONS

2.0 GENERAL CONTRACT CONDITIONS

Standard terms and conditions that will apply to the contract resulting from this solicitation are provided as Attachment “F” and are hereby incorporated by reference. In the event of any conflict between Attachment “F” and any other provision of this solicitation, the terms of the solicitation shall take precedence.

SECTION 3 – INTRODUCTION

3.0 INTENT

The Florida House of Representatives and the Florida Senate (collectively, the “Florida Legislature”) are soliciting written replies from qualified vendors to procure a Two-Part Gaming Study. Award will be made to the responsive and responsible vendor that the Florida Legislature determines will provide the best value to the Florida Legislature.

3.1 PURPOSE

The purpose of this Invitation to Negotiate (ITN) is to solicit offers from qualified vendors to perform a two-part academic study detailing gaming market information appropriate for use by the Florida Legislature. The study will be used by the Florida Legislature to better understand the economic, fiscal, and social impacts of possible changes in Florida’s gaming environment.

In keeping with the Florida Legislature’s desire for an independent and impartial study of the gaming industry in Florida, potential Respondents should note the Vendor Qualifications criteria contained in Section 5.8.

3.2 BACKGROUND

Gaming is a major industry in Florida. The Florida Lottery, Native American casinos, pari-mutuel activities, and card rooms generate substantial economic activity; however, the State’s approach to regulation of these activities along with internet cafes and adult arcades has not been comprehensive, even as gaming activities have expanded in the State and nationwide.

The Florida House of Representatives and the Florida Senate have now formed committees to comprehensively examine gaming issues, including those that will affect the scheduled renegotiation of the Seminole Gaming Compact.

3.3 DEFINITIONS.

After the award, the Respondent will be referred to as the “Contractor”. For the purpose of this solicitation, the term “Respondent” means a potential Contractor acting on its own behalf and on behalf of these individuals, partnerships, firms, or corporations comprising the Respondent’s team. The term “Reply” means the complete response of the Respondent to the ITN, including properly completed forms and supporting information. The term “contract” refers to the agreement between the Florida Legislature and the Contractor resulting from this ITN. “Best value” means the highest overall value to the Florida Legislature based on objective factors that include, but are not limited to, price and qualifications. A “responsive bid” is a Reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation. “Deliverable” means a tangible, specific, quantifiable, and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.

3.4 CRITICAL EVENT DATES

These are tentative dates for critical events and are subject to change. All deadlines are 5:00 p.m. Eastern Time unless otherwise noted.

ACTION	RESPONSIBLE PARTY	TIMEFRAME / DUE DATES
1. Issuance of ITN	Florida Legislature	February 20, 2013
2. Notification of Intent	Vendor	February 28, 2013
3. Written Questions Due	Vendor	March 4, 2013
4. Answers to Questions posted at www.leg.state.fl.us/ITN859	Florida Legislature	March 11, 2013
5. Replies Due	Vendor	March 20, 2013 by 3 p.m.
6. Evaluation of proposals	Florida Legislature	March 25, 2013
7. Contract Negotiations (scope/pricing/scheduling)	Florida Legislature & Selected Vendors	April 3, 2013
8. Contract execution (Estimated)	Florida Legislature & Selected Vendor	April 5, 2013

SECTION 4 – SPECIAL INSTRUCTIONS

4.0 ITN COORDINATOR

Upon receipt of this ITN, all Vendor communications concerning this ITN, including but not limited to the “Notification of Intent to Submit Reply” and “Technical Questions” must be directed to the ITN Coordinator below. Vendors should communicate only in writing (by e-mail or fax) with the following:

Jeannie Evans, Purchasing Program Administrator
Office of Legislative Services
111 West Madison St., Room 874, Tallahassee, FL 32399-1400
Email: evans.jeannie@leg.state.fl.us
Fax: (850) 414-1909

4.1 REPLY QUESTIONS & ANSWERS

Any questions arising from this ITN must be submitted in writing (by e-mail or fax) to the ITN Coordinator. All questions should contain the subject line: Questions re: Florida Legislature ITN #859 – Two-Part Gaming Study. See Section 3.4 for the date written questions are due.

The Florida Legislature’s written responses to questions will be submitted simultaneously to all vendors that have submitted the “Notification of Intent to Submit Reply” Form by the applicable deadline.

4.2 PROCUREMENT PROTESTS

The Florida Legislature is not an agency for purposes of Chapters 120 or 287 of the Florida Statutes, and the procedures for resolution of procurement protests contained in Chapter 120 are inapplicable to this solicitation.

4.3 ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a Respondent as a result of any oral discussions with a legislative employee. Only those communications that are in writing from the ITN Coordinator will be considered as duly-authorized expressions on behalf of the Florida Legislature until a contract is awarded.

Notices of Change (Addenda) will be submitted to all vendors that have submitted the “Notification of Intent to Submit Reply” Form by the applicable deadline. All addenda must be acknowledged by the Respondent’s signature and subsequent submission of Addenda with the Reply when so stated in the Addenda.

4.4 MODIFICATIONS, RESUBMITTAL, AND WITHDRAWAL

Respondents may modify submitted Replies at any time prior to the Reply due date. Requests for modification of a submitted Reply shall be in writing and must be signed by an authorized representative of the Respondent. Upon receipt and acceptance of such a request, the entire Reply will be returned to the Respondent and not considered unless resubmitted by the due date and time. Respondents may also send a change in a sealed envelope to be opened at the same time as the Reply. The ITN number, opening date and time should appear on the envelope of the modified Reply.

Unless specifically requested by the Florida Legislature, any amendments, revisions, or alterations to Replies will not be accepted after the closing for the receipt of Replies.

A Respondent may withdraw a Reply by written notice to the ITN Coordinator on or before the deadline specified for the receipt of Replies in Section 3.4 of this ITN.

4.5 RESTRICTIONS ON COMMUNICATIONS WITH LEGISLATIVE MEMBERS AND STAFF

Respondents shall not communicate with any members or employees of the Florida Legislature concerning the ITN except for the ITN Coordinator identified in Section 4.0 of this ITN. For violation of this provision, the Florida Legislature may reject a Reply.

4.6 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

It is the policy of the Florida Legislature that every person has the right to inspect and copy records of the Senate and the House of Representatives received in connection with the official business of the Legislature as provided for by the Florida Constitution and section 11.0431 of the Florida Statutes, unless a specific exemption from inspection and copying applies.

To that end, if Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure pursuant to section 11.0431, Florida Statutes, and the Florida Constitution, Respondent must clearly mark and identify in its Reply those portions which are confidential, trade secret or otherwise exempt. Respondent must also simultaneously provide the Florida Legislature with a separate redacted copy of its Reply. This redacted copy shall contain the Florida Legislature's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Florida Legislature at the same time Respondent submits its Reply to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. **The Respondent shall also provide an electronic copy (compact disc (CD), flash drive, etc.) of its Redacted Copy.**

Respondent shall be solely responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Florida Legislature for any and all claims arising from or relating to Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its Reply, the Florida Legislature is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

RESPONDENTS MAY NOT MARK THEIR ENTIRE REPLY AS CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET. ANY REPLY SO MARKED WILL BE REJECTED.

4.7 DISCLOSURE OF REPLY CONTENTS

All documentation produced as part of this solicitation shall become the exclusive property of the Florida Legislature and may not be removed by the Respondent or its agents. All Replies shall become the property of the Florida Legislature and shall not be returned to Respondents. The Florida Legislature shall have the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply shall not affect this right.

4.8 AWARD

The Florida Legislature reserves the right to reject any or all Replies or to waive any minor irregularity in a Reply in the best interests of the Florida Legislature. Conditions that may cause rejection of Replies include, without limitation, evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required work, and failure to perform or meet financial obligations on previous contracts. This award may be canceled by the Legislature with 30 days advance written notice to the Successful Respondent. In the event an award is terminated by such notice from the Legislature, the Successful Respondent will be paid for services provided through the date of termination. Notice will be sufficient if it is hand-delivered personally, mailed by certified mail, or sent via courier service to the Successful Respondent.

SECTION 5 – SPECIAL CONDITIONS

5.0 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

Foreign corporations and foreign limited partnerships must be authorized to do business in the state of Florida. Domestic corporations must be active and in good standing in the state of Florida. This authorization and status should be obtained by the Reply due date and time, but in any case, must be obtained before the intended award. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6053

5.1 SUBCONTRACTING

This contract or any portion thereof shall not be assigned or subcontracted without the prior written approval of the Florida Legislature. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract; and despite any such subcontracting the Florida Legislature shall deal through the Contractor, who shall retain the legal responsibility for performing the Contractor's obligations.

5.2 CONTRACTUAL OBLIGATIONS

The contract that will govern the relationship between the Florida Legislature and the Contractor will include but not be limited to the Contract Terms and Conditions incorporated in this ITN as Attachment "F". A Reply submitted by the successful Respondent will be incorporated into the final contract.

5.3 METHOD OF PAYMENT

Compensation and payment will be made in accordance with the terms and conditions of the contract. All invoicing and payments will be made monthly in arrears and in accordance with Policy 2.151, Joint Policies and Procedures of the Presiding Officers. Payment will be made after receipt of a correct invoice and approval by the Legislature.

The performance of the Legislature under any awards from this ITN shall be subject to and contingent upon the availability of funds lawfully appropriated by and to the Legislature and applicable for the purpose of the services specified.

5.4 COSTS INCURRED IN RESPONDING

This ITN does not commit the Florida Legislature or any other public agency to pay any costs incurred by the Respondent in the submission of a Reply or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

5.5 SUBMISSION OF REPLIES BY SUBSIDIARIES OR AFFILIATES

A Respondent, its subsidiaries, affiliates, or related entities shall be limited to one Reply. Submission of more than one Reply by a Respondent will cause the rejection of all Replies submitted by the Respondent.

5.6 PROHIBITION OF GRATUITIES

By submission of a Reply, the Respondent certifies that no elected or appointed official or employee of the state of Florida has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the Florida Legislature if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Respondent or its agents or employees.

5.7 INDEPENDENT PRICE DETERMINATION

A Respondent shall not collude, consult, communicate, or agree with any other Respondent regarding this procurement as to any matter relating to the Respondent's Reply.

5.8 VENDOR QUALIFICATIONS

Consistent with its desire for an impartial study of the gaming industry in Florida, the Florida Legislature's evaluation and ranking of Replies will include an assessment of each Respondent's ability to provide an in-depth, independent, and objective analysis of the topics described in the Scope of Services described in Section 7.0 of this ITN, without a demonstrated bias for or against any possible approach to the gaming industry that may be proposed by the Florida Legislature.

SECTION 6 – SPECIAL INSTRUCTIONS – REPLY FORMAT AND CONTENT

6.0 NOTIFICATION OF INTENT

The Notification of Intent to Submit Reply must be completed and submitted by mail, hand-delivery, or e-mailed to the ITN Coordinator and must be received on or before February 28, 2013. Notifications received after this date will not be considered.

6.1 REPLY SUBMISSION

Both Technical and Price Replies must be received by the ITN Coordinator no later than the deadlines contained in Section 3.4.

The Respondents shall submit Technical and Price Replies in **SEPARATE SEALED ENVELOPES** clearly identified as **TECHNICAL REPLY** or **PRICE REPLY**.

All Replies and associated forms must be signed and dated in ink by a duly-authorized representative of the Respondent. Each Reply shall be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this ITN. Elaborate bindings, colored displays, and promotional materials are not required. Emphasis on each Reply should be on completeness and clarity of content.

6.2 REPLY FORMAT INSTRUCTIONS

To expedite the evaluation of Replies, it is essential that Respondents follow the format and instructions contained in this ITN.

Vendors may submit Replies on either or both parts of the Two-Part Study described in the Scope of Work Section below. Both Technical and Price Replies for each of the Two Parts shall be submitted separately and shall be marked as follows:

PART I TECHNICAL REPLY (ITN #859)

PART I PRICE REPLY (ITN #859)

PART II TECHNICAL REPLY (ITN #859)

PART II PRICE REPLY (ITN #859)

Each Technical Reply and Price Reply submitted by a Respondent shall be separately-sealed, but may be mailed together in one envelope or box.

6.2.1 **Technical Reply (Part I)** **(Do not include price information in the Technical Reply)**

The Respondent must submit one original and three copies of the Technical Reply for Part I of the Two-Part Study, which is to be divided into the sections described below. Because the Florida Legislature will expect all Replies to be in this format, failure of the Respondent to follow this outline may result in the rejection of the Reply. The Technical Reply for Part I of the Two-Part Study must be submitted in a separate sealed package marked "Part I Technical Reply (ITN #859)"

1. **Executive Summary**

The Respondent shall include a summary, no longer than two single-sided pages in length, that demonstrates the Respondent's overall understanding of the requirements of Part I of the Two-Part Study described in this ITN. The summary shall adequately convey the Respondent's approach to delivering the product and services according to the specifications of this ITN.

2. **Organizational Background, Experience, and Capabilities**

The Respondent shall include evidence of its qualifications and capability to provide the services in the Scope of Work for Part I of the Two-Part Study described in this ITN by describing its organizational background and experience. The description shall include at a minimum:

- a. A synopsis of its qualifications and abilities to perform the services described in this ITN;

- b. A summary of projects administered by the Respondent similar to the one outlined in Part I of the Two-Part Study. The summary shall include the outcomes of each project, including barriers/complications encountered and how they were resolved;
- c. A sample of the Respondent's work-product on a project similar in nature, size, and scope; and
- d. A minimum of three references (and a maximum of five references) for which the Respondent has performed work similar in nature, size, and scope to that described in this ITN. The Respondent shall also include contact information for each reference using Attachment D.

3. Project Plan

The Respondent shall include a Project Plan that explains the proposed approach and methodology to be used to perform Part I of the Two-Part Study. The Project Plan must include a preliminary implementation plan for the entire project that, at a minimum, includes a timeline for accomplishing significant interim steps in Part I of the Two-Part Study. The Project Plan must also identify and describe the relevant background of the staff and any contractors that Respondent proposes to use in connection with its work on the contract.

6.2.2 Technical Reply (Part II)

(Do not include price information in the Technical Reply)

The Respondent must submit one original and three copies of the Technical Reply for Part II of the Two-Part Study, which is to be divided into the sections described below. Because the Florida Legislature will expect all Replies to be in this format, failure of the Respondent to follow this outline may result in the rejection of the Reply. The Technical Reply for Part II of the Two-Part Study must be submitted in a separate sealed package marked "Part II Technical Reply (ITN #859)"

1. Executive Summary

The Respondent shall include a summary, no longer than two single-sided pages in length, that demonstrates the Respondent's overall understanding of the requirements of Part II of the Two-Part Study described in this ITN. The summary shall adequately convey the Respondent's approach to delivering the product and services according to the specifications of this ITN.

2. Organizational Background, Experience, and Capabilities

The Respondent shall include evidence of its qualifications and capability to provide the services in the Scope of Work for Part II of the Two-Part Study described in this

ITN by describing its organizational background and experience. The description shall include at a minimum:

- a. A synopsis of its qualifications and abilities to perform the services described in this ITN;
- b. A summary of projects administered by the Respondent similar to the one outlined in Part II of the Two-Part Study. The summary shall include the outcomes of each project, including barriers/complications encountered and how they were resolved;
- c. A sample of the Respondent's work-product on a project similar in nature, size, and scope; and
- d. A minimum of three references (and a maximum of five references) for which the Respondent has performed work similar in nature, size, and scope to that described in this ITN. The Respondent shall also include contact information for each reference using Attachment D.

3. Project Plan

The Respondent shall include a Project Plan that explains the proposed approach and methodology to be used to perform Part II of the Two-Part Study. The Project Plan must include a preliminary implementation plan for the entire project that, at a minimum, includes a timeline for accomplishing significant interim steps in Part II of the Two-Part Study. The Project Plan must also identify and describe the relevant background of the staff and any contractors that Respondent proposes to use in connection with its work on the contract.

6.2.3 Preliminary Administrative Review

The absence of any of these documents may result in a determination that the Reply is non-responsive and the Reply shall not be evaluated. The Reply forms furnished must be used when submitting the Reply. **Forms are to be filled out in ink or typewritten.**

The following administrative review information shall be included in the Technical Reply portion of the Reply:

All Addenda

Disclosure Statement (Attachment A)

Non-Collusion Statement (Attachment B)

Warranties (Attachment C)

References Form (Attachment D). The Florida Legislature reserves the right to contact the references regarding the services provided.

Transmittal Letter – Provide a Transmittal Letter (on Company Letterhead) that contains the following:

1. A statement confirming that the person signing the Reply is authorized to represent the Respondent and bind the Respondent relative to all matters contained in the Respondent's Reply;
2. The Respondent's federal tax identification number;
3. A statement confirming that the Respondent has read, understands, complies with and agrees to all provisions of this ITN; and
4. A statement confirming that the Respondent is authorized to conduct business in Florida or that authorization to do business in Florida will be secured prior to the award of the contract.

6.2.4 Price Reply (Part I and Part II)

The Respondent must submit one original and three copies of each Price Reply on Attachment E provided with this ITN. Respondents submitting Replies for both Part I and Part II of the Two-Part Study shall submit separate sealed packages for each Part.

The Price Reply for Part I of the Two-Part Study must be submitted in a separate sealed package marked "Part I Price Reply (ITN #859)"

The Price Reply for Part II of the Two-Part Study must be submitted in a separate sealed package marked "Part II Price Reply (ITN #859)"

SECTION 7 – SCOPE OF SERVICES

7.0 SCOPE OF SERVICES

The purpose of this ITN is to solicit offers from qualified vendors to perform a two-part study detailing gaming market information appropriate for use by the Florida Legislature. Prospective vendors may submit Replies on one or both parts of the analysis. The study will be used by the Florida Legislature to better understand the economic, fiscal, and social impacts of possible changes in Florida's gaming environment.

Part I of the Two-Part Study

A. Assessment of the Florida gaming industry and its economic effects.

1. An assessment of gambling generally, including:
 - a. A general description of gambling in terms of popularity, profitability, regulatory considerations, and cost mitigation, including not only industries currently operating in Florida but also other gambling activities such as table games, internet poker, destination resort casinos, and sports betting.
 - b. A general description of gambling regulatory schemes, including:
 - i. State-operated, consolidated agency oversight, multi-agency oversight, and the use of local and state commissions.

- ii. Authorizing and revocation mechanisms.
 - iii. Taxation schemes.
 - c. A general description of trends and best practices in governance and regulation of gambling activities.
 - d. A general description of gambling as a public funding source, including:
 - i. Comparison of states' reliance on and uses of gambling as a public funding source.
 - ii. Reliability and predictability of gambling revenues.
 - iii. Direct and indirect costs to the state.
 - e. A general description of gambling impacts, including:
 - i. Social, criminal, and personal.
 - ii. Short and long-term fiscal.
- 2. An economic assessment of the structure and performance of Florida's existing gaming industry, including:
 - a. An analysis of gaming subsectors and their size and economic importance.
 - b. A description of the direct, indirect, and induced components of the economic and fiscal impact of each of the subsectors. Impacts associated with facility construction should be distinguished from impacts associated with ongoing operation of a facility.
 - c. An assessment of the changes in those impacts over time until the present day, historically, and projections for the future.

The report and analysis for Subpart A shall be delivered to the Florida Legislature on or before July 1, 2013.

B. Assessment of potential changes and economic effects.

- 1. The analysis shall provide an assessment of possible changes in the gaming industry. Scenarios to be evaluated include:
 - a. Renewal of the Seminole Tribe's exclusive authorization to conduct banked card games on Indian lands, as defined in the Indian Gaming Regulatory Act.
 - b. Granting the Seminole Tribe exclusive authorization to offer table games on Indian lands, as defined in the Indian Gaming Regulatory Act.
 - c. Regulating, prohibiting, restricting, and/or taxing simulated casino-style gambling at Internet sweepstakes cafes, arcade amusement centers, or truck stops.
 - d. Modifying or repealing live racing requirements for pari-mutuel facilities, including evaluation of impacts on purses and awards.
 - i. Thoroughbred racing.
 - ii. Harness racing.
 - iii. Quarter horse racing.
 - iv. Greyhound racing.
 - v. Jai alai.
 - e. Changing tax rates for Class III games at pari-mutuel facilities.
 - f. Adjusting restrictions on the number and operation of slot machines at pari-mutuel facilities in Miami-Dade and Broward counties.
 - g. Authorizing pari-mutuel facilities in counties other than Miami-Dade and Broward to offer slot machines.

- h. Authorizing pari-mutuel facilities to conduct table games or other Class III games.
 - i. Authorizing a limited number of casino/resort complexes in Miami-Dade and/or Broward counties.
 - j. Authorizing a limited number of casino/resort complexes around the State.
2. For each scenario other than exclusive authorization for the Seminole Tribe to offer Class III games on Indian lands, as defined in the Indian Gaming Regulatory Act:
 - a. The fiscal analyses shall address suitable numbers and locations of gaming facilities so as to maximize net new economic activity and avoid cannibalization of existing sectors.
 - b. The fiscal analyses should evaluate each of three alternative tax regimes:
 - i. one in which all non-lottery gaming activities are taxed at rates corresponding to current pari-mutuel tax rates;
 - ii. one in which all non-lottery gaming activities are taxed at national average rates for their respective subsectors; and
 - iii. one in which non-lottery gaming activities are taxed at a rate that would maximize state revenues.
 - c. The fiscal analyses should evaluate economies of leveraging equity and profits as sources for public funding of education, transportation, underwriting risks associated with a catastrophic hurricane event in Florida, and other public funding needs.
 3. So the Legislature might best understand not only the fiscal impact estimates but also sources of variation, for each scenario the analysis shall describe:
 - a. Inputs to the study's fiscal impact models;
 - b. Calculations the model uses to estimate fiscal impacts.
 - c. Calculations the model uses to account for cannibalization against other sectors of the economy, including other potential expansions of gaming.
 4. For each scenario, the analysis should include estimates of total spending and net (recognizing reduced spending at other Florida businesses because visitor and resident spending has now flowed to gaming activities) economic impact for gaming as well as the change in demand associated with each of several sources including:
 - a. The current visitors who would have come to Florida in the absence of expanded gaming activities, but would choose to spend more during their visit, or extend the length of their visit, if additional casino gaming were available;
 - b. Floridians who now gamble out of state or in Native American casinos who would instead opt to gamble in Florida, if additional local gaming activities were available; and,
 - c. Floridians who now do not gamble but would participate if additional gaming activities were easily available.
 - d. Visitors who plan a visit to Florida rather than an alternative destination due to the availability of gaming here.
 - e. Visitors who would choose not to visit Florida due to the presence of gaming activities.
 5. For each scenario, the analysis shall provide an assessment of the likely social costs of expanded gaming activities, including problem and pathological gaming-related behaviors and changes in crime rates. The assessment shall compare and contrast credible

existing studies of social costs of gaming and provide social cost scenarios to match the preceding economic and fiscal analyses.

6. For each scenario, the analysis shall evaluate whether and how estimates would change if implemented in combination with other scenarios.

The report and analysis for Subpart B shall be delivered to the Florida Legislature on or before October 1, 2013.

Part II of the Two-Part Study

Statistical relationships between gaming and economic variables for communities.

1. The report shall include a statistical analysis of relationships among economic outcomes with the unit of observation being counties nationwide where new gaming facilities have opened and operated.
 - a. The estimated parameters shall include standard measures such as employment, wages, and tax revenue and other measures, and their association with the presence and economic scale of gaming.
 - b. The analysis will be county-specific in nature, using data for the 3000+ counties in the U.S., and it will control for their economic and demographic characteristics when performing statistical estimation of the effects of opening and operating gaming facilities.
 - c. A panel dataset shall be constructed that incorporates different opening dates of gaming facilities and can be used to estimate impacts of gaming activity on performance of the economy.
 - d. The output from this statistical modeling process will be the basis for presenting likely incremental economic impact to the State of the opening and operation of gaming facilities in the scenario described above.
2. A second statistical analysis shall be undertaken if data allow. This second analysis will be geospatial in nature, and will examine changes in local business structure associated with the opening and operation of gaming facilities.
 - a. Geospatial data such as the NETS database or similar datasets that incorporate business location will be used to assess the composition of businesses that operate in geographical proximity to gaming facilities.
 - b. The study will assess how that composition differs from the overall business composition of a county and its peer counties and how that structure changes upon introduction and operation of gaming facilities.
 - c. The geospatial analysis will use various North American Industry Classification (NAICS) codes and suitable levels of aggregation to assess differences in business structure among geographically proximate businesses before and after opening and operation of gaming facilities.
 - d. Variables to be presented in the analysis shall include employment and wage change in the vicinity of the casino and in the host county.

The report and statistical analysis shall be delivered to the Florida Legislature on or before October 1, 2013.

SECTION 8 – OPENING, EVALUATION, AND AWARD

8.0 REPLY OPENING

Technical and price replies will be opened by The Florida Legislature, Purchasing Office, at Room 874, Pepper Building, 111 West Madison St., Tallahassee, FL 32399-1400 on the date and time specified in Section 3.4.

8.1 REPLY EVALUATION AND NEGOTIATION PROCESS

Using the evaluation criteria specified below, the Florida Legislature shall evaluate and rank responsive Replies and, at the Florida Legislature's sole discretion, proceed to negotiate with one or more Respondent(s) selected, as follows:

1. Selected Respondent(s) will be invited to commence contract negotiations. If necessary, the Florida Legislature will request revisions to the approach submitted by the selected Respondent(s) until it is satisfied that the contract will serve the Florida Legislature's needs. The process will continue until a contract is negotiated and executed. The Florida Legislature may, in its sole discretion, award and enter into contracts with more than one Contractor, if in the best interest of the Florida Legislature.
2. The Florida Legislature reserves the right to negotiate with all responsive and responsible Respondents, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Florida Legislature retains the discretion to negotiate with other qualified Respondents as deemed appropriate.
3. Before award, the Florida Legislature reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. For example, Respondents may be requested to make a presentation or provide additional references. The Florida Legislature reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.
4. The focus of the negotiations will be on achieving the solution that provides the best value to the state. It is essential that the Vendor's negotiators have the authority to bind the Vendors to all terms and conditions of the negotiated contract. The Florida Legislature does not intend to negotiate with a person or persons who then have to present those terms to another party for approval. The contract terms will include but not be limited to, acceptable timelines, services, and costs.

5. In submitting a Reply, Respondent agrees to be bound to the terms of this ITN, however, the Florida Legislature reserves the right to negotiate different terms and related price adjustments if the Florida Legislature determines that it is in the Florida Legislature's best interest to do so.
6. The Florida Legislature reserves the right to reject any and all Replies, if the Florida Legislature determines such action is in the best interest of the Florida Legislature or the state. The Florida Legislature reserves the right to negotiate concurrently or serially with competing Respondents. The Florida Legislature reserves the right to accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the entities offering such portions. The Florida Legislature reserves the right to waive minor irregularities in Replies.

8.2 CRITERIA FOR EVALUATION

The Florida Legislature shall evaluate and rank responsive Technical Replies and score them on a scale of 1-100 using the following criteria. The Florida Legislature anticipates awarding the Contract (if any award is made) after negotiations with the responsible and responsive vendor determined to provide the best value to the Florida Legislature.

The following criteria will be used to evaluate and rank Replies:

Qualification/Approach/ Reference Evaluation Areas	Available Points
Qualifications	30
Sample Work Product	10
References	10
Approach/Methodology	20
Price	30
Maximum Available Points	100

Replies are eligible for a maximum of 100 points (70 Technical; 30 Cost). Any Reply that does not contain all of the mandatory requirements will be disqualified.

Vendors failing to submit Price Replies in separate sealed envelopes may be disqualified and removed from further evaluation.

Price Replies shall be based upon the following formula:

(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Points

The total maximum number of points that can be earned in the evaluation process is 100 points.

8.3 EVALUATIONS

The Florida Legislature will assign an "Evaluation Team," composed of equal numbers of individuals representing the Florida Senate and Florida House of Representatives, to review the Replies submitted in response to this ITN.

The ITN is designed to assess the most points to the Respondent presenting the best solution for the required services. The Evaluation Team will consider only those Replies provided after the preliminary administrative review by the ITN Coordinator described in Section 4.0.

Each member of the Evaluation Team will be provided a copy of each Technical Reply. Replies will be evaluated on the criteria established in the section above entitled "Criteria for Evaluation" in order to assure that Replies are uniformly rated. The Evaluation Team will assign points, utilizing the technical evaluation criteria identified in this ITN.

8.4 NOTICE OF INTENDED AWARD

After the evaluation and negotiation process described above, a notice of the Florida Legislature's decision will be sent to all Vendors that submitted Replies to this ITN.

8.5 AWARD OF THE CONTRACT

Services will be authorized to begin when the Contractor receives a fully-executed contract from the Florida Legislature.

ATTACHMENT "A"

THE FLORIDA LEGISLATURE

DISCLOSURE INFORMATION

PARTNERSHIP OR INDIVIDUAL

I hereby certify that I, if an individual, or each of us, if a partnership, doing business as _____
(Name of Individual or Partnership)
is not now involved in nor have I ever engaged in any private business venture or enterprise, directly or indirectly,
with the Florida Senate, the Florida House of Representatives, or any Member of employee of either the Florida
Senate or the Florida House of Representatives.

I further certify that neither I, nor any partner, if a partnership, nor anyone acting in my or our behalf has requested
that any of the above designated persons or any other employee of the Florida Legislature exert any influence to
secure the appointment of _____ under this proposed agreement.
(Name of Individual or Partnership)

If partnership, each partner must sign and execute.

Signature: _____ Title: _____

Signature: _____ Title: _____

Signature: _____ Title: _____

COMPANY OR CORPORATION

I hereby certify that neither I, nor any owner, officer, director, or shareholder of _____
(Name of Corporation/Company)
are presently engaged in or have ever been engaged in any private business venture or enterprise, directly or
indirectly, with the Florida Senate, the Florida House of Representatives, or any Member of employee of either the
Florida Senate or the Florida House of Representatives.

I further certify that neither I, nor any owner, officer, director, or shareholder of this company/corporation, nor
anyone acting on its behalf, has requested that any of the above designated persons or any other employee of the
Florida Legislature exert any influence to secure the appointment of _____
under this proposed agreement. (Name of Corporation/Company)

Signature: _____ Title: _____

ATTACHMENT "B"

THE FLORIDA LEGISLATURE

NON-COLLUSION STATEMENT

I certify that this ITN Reply is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a reply for the same ITN and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN and certify that I am authorized to sign this ITN for the represented Vendor and that the Vendor is in compliance with all requirements of the Invitation to Negotiate including, but not limited to, certification requirements. In submitting a Reply to the Florida Legislature, the Vendor offers and agrees that, upon the ITN's acceptance, the Vendor is deemed to have sold, assigned, and transferred to the Florida Legislature all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida relating to the particular commodities or services purchased or acquired by the State of Florida or its political subdivisions.

Vendor Name: _____

Certified by: _____
(Print or type name of owner, officer, or authorized agent)

Signature: _____ Title: _____

ATTACHMENT "C"

THE FLORIDA LEGISLATURE

WARRANTIES

The Respondent represents that it is professionally qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the required services specified. The following are warranty certification requirements that must be certified in writing using Attachment C. If the Respondent cannot so certify to any of the following, the Respondent must submit with its Response a written explanation of why it cannot do so within the Administrative Documents Required.

1. The Respondent or any other organization associated with the ITN is not currently under suspension or debarment by the State or any other governmental authority.
2. To the best knowledge of the person signing the Response, the Respondent, its affiliates, subsidiaries, directors, officers, employees of any other organization associated with this ITN are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
3. To the best knowledge of the person signing the Response, the Respondent, its affiliates, subsidiaries, directors, officers or any other organization associated with this ITN have no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
4. To the best knowledge of the person signing the Response, the Respondent, its affiliates, subsidiaries, directors, officers or any other organization associated with this ITN have not within the preceding three years been convicted of or had a civil judgment rendered against them or is presently under indictment for or otherwise criminally or civilly charged for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
5. To the best knowledge of the person signing the Response, the Respondent, its affiliates, subsidiaries, directors, officers or any other organization associated with this ITN have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

Certified by: _____
(Print or type name of owner, officer, or authorized agent)

Signature: _____ Title: _____

ATTACHMENT "D"

THE FLORIDA LEGISLATURE

REFERENCES for _____
(Name of Respondent)

Provide the following reference information for a minimum of three businesses where services of similar size and scope have been completed. Make additional copies as necessary to provide a maximum of five business references.

Business Name	
Address	
Contact Person	
Phone Number	
Fax Number	
Email Address	
Date and Description of Services	

Business Name	
Address	
Contact Person	
Phone Number	
Fax Number	
Email Address	
Date and Description of Services	

Business Name	
Address	
Contact Person	
Phone Number	
Fax Number	
Email Address	
Date and Description of Services	

ATTACHMENT "E"

THE FLORIDA LEGISLATURE

**TWO-PART GAMING STUDY
RESPONDENT'S PRICE REPLY**
(Separate Sealed Envelope)

We propose to provide the services being solicited within the specifications of ITN #859. All work shall be performed in accordance with this ITN, which has been reviewed and understood. The below prices are all inclusive. There shall be no additional costs charged for work performed under the resulting contract. This form must be completed and returned with the Reply in accordance with Section 6.2.4. Failure to submit this completed form will result in rejection of the Reply.

A separate sealed Price Reply shall be submitted for each Part of the Two-Part Study on which the Vendor wishes to submit a Reply.

Grand Total Cost for _____ Part I _____ Part II (check one) of the Two-Part Study:

\$ _____

SIGN BELOW. UNSIGNED OFFERS WILL NOT BE CONSIDERED.

Certified by: _____
(Print or type name of owner, officer, or authorized agent)

Signature: _____ Title: _____

Vendor Name: _____

Mailing Address: _____

City/State/Zip: _____

Date: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

ATTACHMENT "F"

THE FLORIDA LEGISLATURE

CONTRACT TERMS AND CONDITIONS

Incorporation and Precedence

The terms and conditions of the Legislature's ITN and the Vendor's Response will be attached as exhibits incorporated by reference in the contract. In the event of a conflict between the provisions of the Florida Legislature's ITN, including addenda and any other provisions that may become a part of the contract, and the proposals submitted by the selected Vendor or Vendors, the terms and conditions of the contract and the Florida Legislature's ITN shall take precedence and govern. In the event that an issue is addressed in the Vendor's Response that is not addressed in the ITN, no conflict language shall be deemed to occur.

Lobbying Prohibited

The Vendor will not represent any individual or entity before the Florida Legislature while this contract is in effect.

Conflict of Interest

The Vendor will not provide services to any individual or entity who is a lobbyist or principal, as those terms are defined in s. 11.045, Fla. Stat., and s. 112.3215, Fla. Stat., while this contract is in effect.

Choice of Forum and Law

Any disputes between the Florida Legislature and the Vendor as to the application, meaning or interpretation of any provisions of the contract shall be resolved in Leon County, Florida. Any contract resulting from this ITN, plus any conflict of laws issue, shall be governed by the laws of the State of Florida.

Travel

With prior approval from the Florida Legislature, the Vendor will be reimbursed for authorized travel and per diem expenses incurred as a result of a contract. Reimbursement(s) will be in accordance with the travel guidelines of the Florida Senate and S. 112.061, Florida Statutes. The Vendor must sign and submit "Form OLS-1 07/90" along with all applicable receipts.

Anticipated travel costs are not to be included in your submittal.

Insurance

The successful Respondent shall not commence any work in connection with an award until it has obtained all of the appropriate insurance coverage to adequately protect the Legislature from any and all liability and property damage hazards which may result in the performance of an award. Furthermore, all insurance shall be with qualified insurers duly licensed to transact business in this state. The Legislature shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Respondent providing such insurance.

Upon request, the successful Respondent shall furnish the Legislature an insurance certificate which will evidence that all of the appropriate coverages are fully in effect.

Indemnification

The successful Respondent shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Legislature and its officers, agents and employees from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the successful Respondent, its agents, employees, partners or subcontractors; provided however, that the successful Respondent shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Legislature.

The successful Respondent's obligations under the preceding paragraph with respect to any legal action are contingent upon the Legislature's giving the successful Respondent (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the successful Respondent's sole expense, and (3) assistance in defending the action at the successful Respondent's sole expense.

Limitation of Respondent's Liability

For all claims against the successful Respondent under any award from this ITN, and regardless of the basis on which the claim is made, the successful Respondent's liability for direct damages shall be limited to the annual value of the Respondent's total Response under this ITN. No party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Legislature may, in addition to other remedies available to it at law or in equity and upon notice to the successful Respondent, retain such monies from amounts due to the successful Respondent as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Legislature may set off any liability or other obligation of the successful Respondent under any contract with the Legislature.

Waivers

The Legislature shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Legislature. No delay or omission on the part of the Legislature in exercising any rights or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions.

Contract Term

The contract term will begin upon completion of negotiations and execution of the contract between the Legislature and the Successful Respondent. The Legislature anticipates that the initial term of this contract will be from the Effective Date to October 31, 2013.

The award will consist of this ITN, any addenda to this ITN, the successful Respondent's response to this ITN, the contract, any purchase order(s) issued as a result of this ITN, and such other terms and conditions agreed between the parties that may be necessary to the Legislature.