



RFP: C202103 – New York Lottery Strategic Digital Marketing Partner

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: One

Date Issued: March 5, 2021

Summary:

1. Schedule of Events

The Commission hereby amends the Schedule of Events as follows (changes made in red):

Schedule of Events	
The following dates are established for informational and planning purposes. The Commission reserves the right to adjust this schedule, in its sole discretion.	
Event	Date
RFP Release Date	February 9, 2021
Round One Written Questions Due 3:00 pm EDT	February 18, 2021
Round One Commission Answers Issued	March 5, 2021
Round Two Written Questions Due 3:00 pm EDT	March 16, 2021
Round Two Commission Answers Issued	March 26, 2021
Confidentiality and Non-Disclosure Agreement Due 3:00 pm EDT	April 7, 2021
Proposal Due Date 3:00 pm EDT	April 14, 2021
Contract Start Date	Upon OSC Approval

2. Appendix B – Contract Form

Contract # C202103 is part of this Amendment and is revised as noted below. The amended form replaces the form released with the RFP. This version must accompany the Proposal as provided in RFP, Section 1.12.

§3 – Financial Arrangements is amended to add paragraph c. The remaining paragraphs under this section have been re-lettered.

3. Attachment 2 – Confidentiality and Non-Disclosure Agreement

Language in the agreement has been revised to remove the requirement of submission and receipt of Exhibits to submit a Proposal. Bidders who have already submitted the Confidentiality and Non-Disclosure Agreement do not need to resubmit.

Exhibits listed in the NDA have also been re-labeled.

4. Exhibit J – Game Planning Schedule is hereby added to the RFP and attached hereto.

5. Exhibit K – Current MWBE Contractors is hereby added to the RFP and attached hereto.

6. Exhibit L – Web Traffic Reports is hereby added to the RFP and attached hereto.

7. Questions and answers are attached.

By signing below, the Bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: _____

REPRESENTATIVE SIGNATURE: _____

**NEW YORK LOTTERY STRATEGIC DIGITAL MARKETING PARTNER
CONTRACT # C202103**

THIS AGREEMENT made this _____ day of _____, 20__ by and between the NEW YORK STATE GAMING COMMISSION, an executive agency of the State of New York having an office at One Broadway Center, Post Office Box 7500, Schenectady, New York 12301-7500 (the "Commission"), and [Contractor], having an office at [address] (the "Contractor"). The Commission is the operator of the New York Lottery program (the "Lottery"), on behalf of the State of New York (the "State").

WHEREAS the Commission issued a Request for Proposals ("RFP") on February 4, 2021 soliciting proposals from qualified firms to provide the Commission with a Strategic Digital Marketing Partner, and clarified the requirements of the RFP with questions and answers dated [] and [] (collectively, the "RFP"); and

WHEREAS the Contractor submitted a Technical Proposal and a Pricing Proposal dated [_____, 2021] (collectively, the "Proposal"), which was deemed to be the Best Value from among competing proposals by the Commission's Evaluation Committee;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. The Contractor agrees to provide the Commission with a strategic digital marketing partner, as more fully set forth in the RFP and the Proposal. Both the RFP and the Proposal are hereby incorporated into this Contract with the same force and effect as if they were fully set forth herein.

2. **Term.** This Contract shall be effective upon approval of the Office of the New York State Comptroller and remain in effect for five years.

3. **Financial Arrangements.**

(a) Compensation. In full consideration for all goods and services specified in the RFP and the Proposal, the Commission agrees to pay, and the Contractor agrees to accept, compensation in accordance with the prices set forth in the Proposal, unless otherwise stated herein. No minimum amount is guaranteed by this Contract and the Contractor shall not have any right to make a claim therefor. Expenditures under this Contract shall not exceed [XXXXXXXX].

(b) Payments to the Contractor will be directed by the Commission based on invoices submitted to the Commission. Upon verification of invoices against approved estimates and confirmation of services performed, the Commission will direct payment to the Contractor either (a) by the Commission directly or (b) by the Lottery's full service lottery system provider in fulfillment of its contractual obligation to underwrite the marketing efforts of the Lottery. The Commission shall be responsible for any failure by the full service lottery system to make payments to the Contractor as provided herein and shall pay the Contractor directly in the event of such failure.

(c) The estimated cost of each project under this Agreement may be invoiced to the Commission prior to any obligation being incurred by Contractor for such project. Fifty percent (50%) of the total invoice is due upon the Commission's written approval of the applicable estimate and thereafter Contractor shall issue invoices for the remaining project costs at least thirty (30) days before payment is due to ensure that Contractor receives payment prior to such times as Contractor is required to pay providers of services. All such invoices are subject to adjustment (up or down) prior to final billing. Final billing for actual costs incurred shall not exceed 105% of the estimated project cost unless approved by the Commission in advance of Contractor incurring such costs.

~~(e)~~ (d) Payments to third parties by the Contractor can only be reimbursed to the Contractor for work performed in connection with this Contract and the Contractor must pass through to the Commission the third party's best available rate for work performed by the third party, without mark-up and including, without limitation, any discounted rates.

~~(d)~~ (e) The Commission will not be responsible for any expenses incurred by the Contractor for any obligation not approved in advance by the Commission.

4. Approvals Required. This Contract, and any extension of the term of this Contract or any amendment of the provisions of this Contract, shall not be effective and binding upon the Commission, the State, or the Contractor unless and until approved by the New York State Office of the Attorney General and the Office of the New York State Comptroller. The Commission agrees to exercise its best efforts to obtain such approval.

5. Mutual Cooperation. The objective of this Contract is to obtain a Lottery Strategic Digital Marketing Partner, as more fully described in the RFP and the Proposal. The parties agree to cooperate fully and in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish this objective.

6. Termination and Suspension.

(a) In addition to the bases referenced in the RFP, the Commission shall have the right to cancel or terminate this Contract for convenience or for any of the following causes:

(i) a material breach by the Contractor of any of the provisions of this Contract;

(ii) a determination by a court of competent jurisdiction that the Contractor is bankrupt or insolvent;

(iii) a good faith determination by the Commission that continuation of the Contract could place the integrity of the Commission in jeopardy;

(iv) a conviction of the Contractor or any of its directors, officers, or employees of any criminal offense connected to the Contractor's business which, in the sole reasonable opinion of the Executive Director of the Commission, would be prejudicial to public confidence in the Lottery or the Commission;

(v) in the judgment of the Commission, a real or potential conflict of interest cannot be cured;

(vi) the refusal by the Contractor or any of its directors, officers, or employees to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract, when called before a grand jury, head of a state department, the Commission, a temporary state commission or other state agency, or the organized crime task force in a department of law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any such transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority; or

(vii) upon the conviction of any person of a crime defined in article two hundred or four hundred ninety-six or section 195.20 of New York State's Penal Law.

If the Contract is cancelled or terminated based on the grounds listed in 6.(a)(vi) or (vii), above, such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the State or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and to provide also that any and all contracts made with the State or any public

department, agency or official thereof, since the effective date of New York State's State Finance Law §139-A by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the State without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the State for goods delivered or work done prior to the cancellation or termination shall be paid.

(b) In the event that the Commission decides to exercise the right to terminate this Contract for cause, the Commission shall give the Contractor written Notice of Intention to Terminate for Cause ("Notice"). Such Notice shall state clearly and specifically the cause for which termination is sought, and the Contractor shall be entitled to a period of thirty (30) days from receipt of such Notice to correct or cure the cause so described to the reasonable satisfaction of the Commission in which case such Notice shall be deemed withdrawn and a nullity. If termination is sought because of a criminal conviction as described in subparagraph (iv) of Paragraph (a) of this section 6, the cause for termination shall be deemed to be cured if the Contractor causes or obtains the dismissal, resignation, retirement, or other removal of the person convicted of such offense during such thirty (30) day period.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Commission officials or staff, the Contract may be terminated by the Executive Director, or his or her designee, at the Contractor's expense where the Contractor is determined by the Executive Director or his or her designee to be non-responsible or nonresponsible. In such event, the Executive Director, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

(c) The Executive Director of the Commission or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Executive Director of the Commission, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

7. Conflict of Interest.

(a) The Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by its authorized executive or legal representative attesting that the Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with the State, and that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering services.

(b) The Contractor hereby reaffirms the attestations made in its Proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Contract. The Contractor shall have a duty to notify the Commission immediately of any actual or potential conflicts of interest.

(c) In conjunction with any subcontract under this Contract, the Contractor shall obtain and deliver to the Commission, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting

agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Commission a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors, prior to entering into a subcontract.

(d) The Commission and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. The Commission will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the Commission, a real or potential conflict of interest cannot be cured.

8. Confidentiality and Non-Disclosure.

(a) For the purposes of this section, “Confidential Information” means any information not generally known to the public, whether oral or written, that the Commission identifies as confidential and discloses to the Contractor so that the Contractor can provide services to the Commission pursuant to this Contract. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information; business and security processes and procedures; personnel and organizational data and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Commission deems confidential. The Commission will identify written Confidential Information by marking it with the word “Confidential” and will identify oral Confidential Information as confidential at the time of disclosure to the Contractor.

(b) Confidential Information does not include information that, at the time of Commission’s disclosure to the Contractor:

(i) is already in the public domain or becomes publicly known through no act of the Contractor;

(ii) is already known by the Contractor free of any confidentially obligations;

(iii) is information that the Commission has approved in writing for disclosure; or

(iv) is required to be disclosed by the Contractor pursuant to law or applicable professional standards, so long as the Contractor provides the Commission with notice of such disclosure requirement and an opportunity to defend prior to any such disclosure.

(c) The Contractor may use Confidential Information solely for the purposes of providing services to the Commission pursuant to this Contract. The Contractor shall not make copies of any written Confidential Information, except as necessary to perform the services required by this Contract, without the express written permission of the Commission. The Commission's disclosure of Confidential Information to the Contractor shall not convey to the Contractor any right or interest in such Confidential Information and the Commission shall retain all right and title to such Confidential Information at all times.

(d) The Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. The Contractor shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Contractor uses to maintain its own confidential information.

(e) Upon written request by the Commission, the Contractor shall return all written Confidential Information to the Commission.

9. Records Retention. Records required by this Contract to be retained by the Contractor shall be retained for the periods specified in Appendix A, attached hereto. Such records may be retained in their original form or in any other reliable and readily retrievable format, at the option of the Contractor.

10. Notices. All notices required by this Contract shall be sufficient if in writing and sent by certified mail return receipt requested and all other communications shall be sufficient if communicated in writing to the following addresses or to such other addresses as may be designated from time to time by the parties in writing:

(a) As to the Commission:

Executive Director
New York State Gaming Commission
One Broadway Center
Schenectady, NY 12305

(b) As to the Contractor:

Contact:
Company Name:
Address:

11. Relationship. The relationship of the Contractor to the Commission arising out of this Contract shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission or the State, and that it will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the Commission or the State, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. All personnel of the Contractor shall be within the employ of the Contractor only or shall be duly contracted subcontractors of the Contractor, and the Contractor alone shall be responsible for the work of its personnel and its subcontractors' personnel, the direction thereof, and their compensation. Nothing in this Contract shall impose any liability or duty on the Commission or the State on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor,

specialist, trainee, employee, servant, or agent, for taxes of any nature, including, but not limited to, unemployment insurance and workers' compensation insurance, and the Contractor hereby agrees to defend, indemnify, and hold harmless the Commission and the State against any such liabilities.

12. Documents Incorporated. Appendix A, Standard Clauses for New York State Contracts, dated October 2019, the RFP, and the Proposal are hereby incorporated herein and made a part hereof.

13. Order of Precedence. Any conflict between the provisions of this Contract and the documents incorporated herein shall be resolved according to the following order of precedence, from the highest to the lowest:

- (a) Appendix A – Standard Clauses for New York State Contracts;
- (b) Addenda or amendments to the Contract;
- (c) Contract;
- (d) Clarifications and Addenda to the RFP
- (e) RFP, Appendices, Attachments and Exhibits
- (f) Clarifications to the Bidder's Proposal; and
- (g) Bidder's Proposal

14. Miscellaneous Provisions.

(a) A waiver of enforcement of any provision of this Contract shall not constitute a waiver of any other provision of this Contract nor shall it preclude the affected party from subsequently enforcing such provision.

(b) This instrument and the documents incorporated herein represent the entire Agreement between the Commission and the Contractor, and no modification thereof shall be binding unless the same is in writing and signed by the parties.

(c) The headings contained in this Contract are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Contract.

(d) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Director of the Commission, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CONTRACTOR

NEW YORK STATE
GAMING COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

NEW YORK STATE OFFICE
OF THE ATTORNEY GENERAL

OFFICE OF THE NEW YORK STATE
COMPTROLLER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acknowledgement Required of the Contractor are on the following page:

ACKNOWLEDGEMENT

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF _____)

) ss.:

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION

STATE OF _____)

) ss.:

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

Notary Public

ACKNOWLEDGEMENT BY CORPORATION

STATE OF _____)

) ss.:

COUNTY OF _____)

On this _____ day of _____, in the year 20__, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he he/she signed his/her name thereto by like order.

Notary Public

**RFQ C202103 - Strategic Digital Partner
Confidentiality and Non-Disclosure Agreement**

Pursuant to Section 1.6 of the RFP, the ~~attached Confidentiality and Non-Disclosure Agreement is required for any potential bidder who may be interested in submitting a proposal.~~ The New York State Gaming Commission has compiled the following Exhibits, as described in the RFP, to assist with the preparation of Proposals. This information is confidential, and completion of the enclosed Confidentiality and Non-Disclosure Agreement (the “Agreement”) is required prior to issuance of the Exhibits, which constitute “Confidential Information” as defined within the Agreement.

- Exhibit B: SSO Welcome Guide
- Exhibit C: nylottery-develop
- Exhibit D: NYL Services API
- Exhibit E: NYL Services API_Key
- Exhibit F: NYL Auth API
- Exhibit G: Game Information
- Exhibit H: Retailers Information
- Exhibit I: Login to Dev Environment

The Agreement must be signed, notarized and returned by the date and time specified in the RFP’s “Schedule of Events” to:

New York State Gaming Commission
Contracts Office, 4th Floor
Attn: Stacey Relation
One Broadway Center
Schenectady, NY 12301-7500

OR

Email to:
officer.contracting@gaming.ny.gov

**NEW YORK STATE GAMING COMMISSION
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Bidder: _____

Authorized Bidder Representative: _____
(Name/Title)

Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail Address: _____

The New York State Gaming Commission, an executive agency of the State of New York with its principal place of business located at One Broadway Center, Schenectady, New York, 12305 (the "Commission"), issued a Request for Proposals (the "RFP") for # C202103 for a Strategic Digital Partner. In the interest of receiving informed proposals, the Commission will provide relevant information and data (collectively, the "Data") to any potential bidder ("Bidder") who desires to receive and consider such information in preparing a proposal in response to the RFP. Such Data includes certain confidential and proprietary information relative to the Commission's operations and it is critical and essential to the Commission that such information be secured and held confidential by the Bidder. Therefore, in order for the Bidder to receive the Data, the Bidder must first agree with and accept this Confidentiality and Non-Disclosure Agreement (the "Agreement"), by entering into this Agreement with the Commission. By execution of this Agreement, the Bidder agrees to keep the Data secure and confidential and the Commission thereby agrees to provide the Data requested, in accordance with the terms and conditions of this Agreement.

The parties agree as follows:

1. **Confidential Information.** For purposes of this Agreement, "Confidential Information" means any information not generally known to the public, whether oral or written, to which access is provided to the Bidder by the Commission for the business purposes set forth above and which is claimed confidential by the disclosing party, the Commission, at the time of disclosure. Data includes Exhibit A "SSO Welcome Guide" and Exhibit B "Lottery Digital Assets", listed in section 8.3 of the RFP, which constitute Confidential Information. Other Data may also constitute "Confidential Information" under this Agreement as identified during the RFP process, and as agreed to by the parties in writing.
2. **Exempt Information.** Data not subject to this Agreement is any information, whether oral or written, which at the time of disclosure: (a) is already in the public domain or becomes publicly known through no act of the Bidder, the receiving party; (b) is already known by the Bidder free of

any confidentiality obligations; (c) is information that the Commission has approved in writing for disclosure; or (d) is required to be disclosed by the Bidder pursuant to law so long as the Bidder provides the Commission with notice of such requirement and a reasonable opportunity to defend the disclosure, prior to any such disclosure.

3. **Permitted Use.** The Bidder may use Confidential Information solely for the purposes of participation in this RFP process or for Commission business if awarded a contract under this RFP process. The Bidder shall not make copies of any written Confidential Information, except for the purpose of preparing quotations, without the express written permission of the Commission. The Commission's disclosure of Confidential Information to the Bidder shall not convey to the Bidder any right to or interest in such Confidential Information and the Commission shall retain all right and title to such Confidential Information at all times.

The Bidder shall identify by name, title, and location, individuals who will have access to such Confidential Information and the purpose for such access and attach such list to this Agreement. The Bidder will need prior written approval from the Commission in the event that the Bidder deems it necessary to provide access to other parties to Confidential Information. The Commission may deny such additional access.

4. **Protections.** The Bidder shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices, and procedures that the Bidder uses to maintain its own confidential information.
5. **Return of Confidential Information.** Upon written request by the Commission, the Bidder shall return all Confidential Information to the Commission or certify in writing that the Confidential Information in its possession has been destroyed.

Note: Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files, and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirements set forth by this paragraph.

6. **Limitations.** Neither party shall be liable to the other hereunder for amounts representing loss of profits, loss of business, or indirect, consequential, or punitive damages of the other party in connection with the provision of Confidential Information to the other party. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in the Confidential Information except as provided herein.
7. **Media Releases.** All media releases and public announcements or disclosures by the Bidder relating to this Agreement shall be coordinated with and subject to the Commission's approval in writing, prior to the release thereof.
8. **Miscellaneous.** Any notices required by this Agreement shall be given in hand, sent by first class mail, via facsimile or by e-mail to the applicable addresses set forth herein. The parties' obligations under this Agreement shall survive the completion of the RFP process, and shall bind the parties' employees, subcontractors, agents, heirs, successors, and assigns. The parties agree that this Agreement is (a) the complete and exclusive statement between the parties with respect to the protection of the relevant Confidential Information; (b) may only be modified in writing by authorized representatives of the parties; and (c) shall be governed by the laws of the State of New York.

9. **Agreement Term.** The effective date of this Agreement shall be the later date of the signature dates written below and shall continue unless and until the Data disclosed pursuant to this Agreement is returned or destroyed as provided in paragraph 5 of this Agreement.

IN WITNESS WHEREOF, the Commission and the Bidder have each caused this Agreement to be signed and delivered by its respective duly authorized representative.

BIDDER

NEW YORK STATE GAMING COMMISSION

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Bidder Firm Name: _____

Bidder Federal Tax Identification #: _____

Acknowledgement Required of the Bidder is on the following page:

Acknowledgement

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same. _____

Notary Public

ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm, for the uses and purposes mentioned therein.

Notary Public

ACKNOWLEDGEMENT BY CORPORATION

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, in the year 20_____, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the corporation described in and which executed the above instrument; and that he/she signed his/her name(s) thereto by authority of the board of directors of said corporation.

Notary Public

NEW YORK LOTTERY 2019-2020 GAME PLAN

PLEASE NOTE: THIS DOCUMENT IS FINAL

LAUNCH SCHEDULE	GAME NAME	PRICE POINT
GAME LAUNCH #1		
4/30/2019	9's a Winner	\$2
	Connect 4 Cashword	\$3
	Whole Lotta \$500	\$5
	Gold Bar 7s	\$5
GAME LAUNCH #2		
6/11/2019	Red, Hot and Blue	\$1
	Triple Jackpot	\$2
	Extended Play	\$5
	\$300,000,000 World Class Cash	\$20
GAME LAUNCH #3		
7/23/2019	\$50 in a Flash	\$1
	Super 7-11-21	\$2
	Powerball / Mega	\$5
	Winning	\$5
GAME LAUNCH #4		
9/3/2019	Triple \$\$\$	\$2
	Lucky Match Multiplier	\$3
	New York Million	\$5
	\$600 Cash	\$10
GAME LAUNCH #5		
10/1/2019	Moneybags	\$1
	Halloween Jack	\$2
	\$1,000,000 Mania	\$5
	Black Titanium	\$30
GAME LAUNCH #6		
11/12/2019	Winner Green	\$1
	Tic Tac Snow	\$3
	Red Riches / Silver Bills	\$5
	Holiday Lucky X 50	\$10
GAME LAUNCH #7		
12/3/2019	Golden 8s	\$5
	Extreme Winner Cashword / Cashword X50	\$10

NEW YORK LOTTERY 2019-2020 GAME PLAN

PLEASE NOTE: THIS DOCUMENT IS FINAL

GAME LAUNCH #8		
12/30/2019	\$7,500 Make My Day	\$1
	\$52,000 Make My Week	\$2
	\$1,000,000 Make My Month	\$5
	\$2,500,000 Make My Year	\$10
GAME LAUNCH #9		
2/4/2020	Loose Change Doubler	\$2
	Mystery Prize Cashword	\$3
	7 Series	\$5
	Win \$10K a week for Life	\$20
GAME LAUNCH #10		
3/17/2020	3 Times Lucky	\$1
	\$20,000 Taxes Paid	\$2
	\$1,000,000 Premium Play	\$5
	\$1,000,000 Win It All	\$5

Contractor List C140008 McCann Creative**Contractor List C140009 McCann Media**

#	Business Name			Business Name
0	MCCANN ERICKSON USA INC		1	MCCANN ERICKSON USA INC
1	Adrienne Nicole Productions		2	Amnews Corporation
2	All-Types Advertising Inc		3	Butler/Till Media Services, Inc.
3	AM&J Digital, Inc.		4	CNY Latino
4	American Residuals & Talent, Inc.		5	Community News Group LLC
5	Barrel LLC		6	DBG MEDIA Publishers of Our Time Press, Inc.
6	Bell Imaging Incorporated		7	Harlem Community Newspapers, Inc.
7	Bureau Blank, Inc.		8	Hudson Valley Press I, LLC.
8	Celeritas Solutions, LLC		9	Impacto Latin News, Inc
9	CMC Repro & Associate, Inc.		10	Kamhi Kolor Inc.
10	CREATIVE SOLUTIONS NY LLC		11	New York Daily Challenge Inc.
11	DAKOTA PRINT AND PREMIUMS LLC		12	Opad Media Solutions LLC
12	Deluxe Delivery System, Inc.		13	Queens Latino Corporation
13	Diamond Promotions INC		14	Schneps Media LLC
14	Don Jagoda Associates, Inc.			
15	E.M. Rose Group LLC			
16	Enervision Media, Inc.			
17	Enterprise Ink Corp			
18	Eriksen Translations Inc.			
19	Evergreen Corporate Gifts & Promotions, Inc.			
20	Geri Hutton-Hojnicki			
21	Gifford Business Forms			
22	HighRoad Press, LLC			
23	Human Touch Translations Ltd.			
24	Kamhi Kolor Inc.			
25	LARICK ASSOCIATES INC			
26	Light of Day FX, LLC			
27	Merchandising and Marketing Corporation			
28	Multi Media Promos, LLC			
29	New World Medium			
30	Niki Jones Agency Inc			

Contractor List C140008 McCann Creative

Contractor List C140009 McCann Media

31	PRO LITE INC			
32	Promotions Plus Inc.			
33	RaymondLoewy Productions LLC			
34	Sooryen LLC			
35	Spin Marketing Inc.			
36	Spiral Design Studio, LLC			
37	Squeaky Wheel Media Incorporated			
38	The Cutting Room Films, LLC			
39	United Print Group Inc			
40	WAX			

Web Traffic Reports



Traffic Report

Users (Unique)	Page Views	Avg. Time on Site	New Visitor			Sessions		
751,001	9,430,753	2.50	51%			2,254,381		
Mobile Visits	Mobile OS	Search Traffic	Popular Pages			Traffic by City		
534,521	iOS 63% Android 37% Windows 0% Macintosh 0%	47%	Page Title	Pageviews	% Pageviews	City	Sessions	% Sessions
			Home NY Lottery	3,666,488	38.88%	New York	319,112	37.49%
			Draw Game Detail	2,019,374	21.41%	(Not Set)	151,197	17.76%
			All winning Numbers NY Lottery	1,196,836	12.69%	Buffalo	13,546	1.59%
			Not Set	775,214	8.22%	Newark	8,051	0.95%
			Games NY Lottery	125,338	1.04%	Syracuse	5,205	0.61%
			Scratch-Off Game Detail NY Lottery	128,410	1.36%	Columbus	4,036	0.47%
			Draw Games NY Lottery	1,222,197	12.96%	Rochester	9,869	1.16%
			Scratch-Off Games	82,605	0.88%	Albany	9,246	1.09%
			Find a Retailer NY Lottery	35,071	0.37%	Cheektowaga	7,968	0.94%
			How to Claim a Prize NY Lottery	34,150	0.36%	Yonkers	6,768	0.80%



Traffic Report

Users (Unique)	Page Views	Avg. Time on Site	New Visitor			Sessions		
504,308	6,660,058	2.34	52%			1,720,144		
Mobile Visits	Mobile OS	Search Traffic	Popular Pages			Traffic by City		
353,034	iOS 61% Android 39% Windows 0% Macintosh 0%	41%	Page Title	Pageviews	% Pageviews	City	Sessions	% Sessions
			Home NY Lottery	2,795,461	41.97%	New York	238,935	40.42%
			Draw Game Detail	1,285,227	19.30%	(Not Set)	79,060	13.37%
			All winning Numbers NY Lottery	852,514	12.80%	Buffalo	9,850	1.67%
			Not Set	537,496	8.07%	Newark	4,308	0.73%
			Games NY Lottery	67,865	1.02%	Syracuse	5,902	1.00%
			Scratch-Off Game Detail NY Lottery	112,968	1.70%	Miami	3,256	0.55%
			Draw Games NY Lottery	757,070	11.37%	Rochester	7,916	1.34%
			Scratch-Off Games	93,194	1.40%	Albany	6,610	1.12%
			Find a Retailer NY Lottery	23,046	0.36%	Cheektowaga	5,662	0.96%
			Money Dots NY Lottery	24,046	0.36%	Yonkers	4,627	0.78%



Traffic Report

Users (Unique)	Page Views	Avg. Time on Site	New Visitor			Sessions		
486,364	6,361,683	2.33	48%			1,701,790		
Mobile Visits	Mobile OS	Search Traffic	Popular Pages			Traffic by City		
340,554	iOS 61% Android 38% Windows 0% Macintosh 0%	41%	Page Title	Pageviews	% Pageviews	City	Sessions	% Sessions
			Home NY Lottery	2,740,561	43.08%	New York	248,420	46.04%
			Draw Game Detail	1,185,485	18.63%	(Not Set)	14,308	2.65%
			All winning Numbers NY Lottery	822,983	12.94%	Buffalo	12,976	2.40%
			Not Set	508,804	8.00%	Columbus	3,239	0.60%
			Games NY Lottery	65,491	1.03%	Syracuse	7,461	1.38%
			Scratch-Off Game Detail NY Lottery	104,023	1.64%	Miami	3,239	0.60%
			Draw Games NY Lottery	686,787	10.80%	Rochester	8,814	1.63%
			Scratch-Off Games	97,658	1.54%	Albany	7,111	1.32%
			404: not found NY Lottery	24,617	0.37%	Cheektowaga	6,335	1.17%
			Money Dots NY Lottery	24,617	0.39%	Yonkers	4,541	0.84%

Q.1: Whether companies from Outside USA can apply for this? (like,from India or Canada)

A.1: A Bidder may have its primary offices outside of the United States.

Q.2: Whether we need to come over there for meetings?

A.2: Staff must be available to meet at the Commission's offices in Schenectady, NY whenever the Commission deems in-person meetings are necessary or appropriate. See answer to Question 34.

Q.3: Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

A.3: Sections 6.17.G and 6.17.J.3 prohibit all confidential data and data related to this RFP to be transmitted outside of the continental United States. Any services involving the accessing, processing, transmission, or storage of data therefore must be performed in the continental United States. Services not utilizing confidential data and data related to this RFP may be performed outside the continental United States.

Q.4: Can we submit proposals via email?

A.4: Section 5.4.C of the RFP provides instructions for submitting proposals electronically.

Q.5: Is this an open tender allowing any business to take part?

A.5: Yes, provided the business meets the minimum qualifications of this RFP.

Q.6: Can a business bid for part of the tender or is the NY Lottery looking for a single vendor?

A.6: The Bidder must be able to perform all requirements of the RFP. Subcontracting is encouraged, particularly with New York State certified Service-Disabled Veteran Owned Businesses, and Minority and Women-Owned Businesses. Multiple firms may join together to submit a Joint Proposal pursuant to RFP Section 5.6, or firms may also utilize subcontractors to assemble a team to perform all requirements.

Q.7: What outbound digital marketing channels is the NY Lottery currently active in? E.g. Search, social etc.

A.7: The Lottery uses search, social, mobile apps, microsites, and email marketing for outbound digital marketing.

Q.8: Who is the current CRM platform vendor?

A.8: The Commission does not have a CRM platform for the Lottery.

Q.9: How much of the annual \$20m budget is expected to be spent on media?

A.9: \$0

Q.10: Do you currently offer or have any intentions to offer the purchasing of tickets online within the next 5 years?

A.10: The Commission currently offers Lottery subscriptions online for Mega Millions, Lotto and Cash4Life.

Q.11: At your current supplier, how many people work on the NY Lottery account both directly and indirectly?

A.11: Digital support is provided through the Commission's Advertising Agency with a dedicated team. The following titles interface with the Commission daily: SVP Account Director, Account Director, Account Supervisor, Senior Account Executive, Account Executive, Executive Digital Producer, Senior Digital Producers, Digital Producers (2), Website Tech Lead and the Digital Marketing Manager.

Q.12: Does the NY Lottery intend to offer sports betting should regulation allow for it?

A.12: No.

Q.13: We are interested in learning more about the scope of this opportunity, but to keep things simple for this initial first questions stage, we were keen to understand if we could pitch only a portion of this or if you were looking for a partner that was going to be able to do everything under one roof?

A.13: See answer to question 6.

Q.14: Approximately what are the total fees for the services below (letters I -O, pages 14-16) that the winning company would be responsible for assuming?

- Market research
- Player experience measurement
- Identity verification
- Google analytics
- Geo-location
- Digital scheduler
- Maintenance, hosting & crisis management

A.14: Current estimated costs are shown below and are subject to change during the term of the contract:

- **Market research - \$200,000**
- **Player experience measurement - \$120,000**
- **Identity verification - \$350,000 (this fee scales up or down based upon player usage)**
- **Google Analytics - \$250,000**
- **Geo-location - \$8,000 per quarter (this fee scales based on usage)**
- **Digital scheduler - \$125,000**
- **Maintenance, hosting & crisis management – up to \$500,000**

Q.15: Does the proposal need to be submitted via mail (notarized) and email? It's a bit confusing in the RFP.

A.15: The proposal must be signed and notarized. The original may then be scanned and submitted electronically.

Q.16: What is the Amendment Number: to be included on the BIDDER ACKNOWLEDGEMENT OF ADDENDUM form?

A.16: The Commission provides the amendment number when issuing any amendment.

Q.17: What does the day-to-day client team look like at the Commission?

A.17: Digital marketing is managed by a Lottery Advertising Supervisor under the direction of the Director of the Division of Lottery. Support is provided through the Commission's Advertising Agency with a dedicated team. The following titles interface with the Commission daily: SVP Account Director, Account Director, Account Supervisor, Senior Account Executive, Account Executive, Executive Digital Producer, Senior Digital Producers, Digital Producers (2), Website Tech Lead and the Digital Marketing Manager.

Q.18: The RFP talks a lot about strategic planning and digital marketing initiatives - what are the primary channels the current plan focuses on?

A.18: The Lottery currently uses SEO, Content Marketing, Website, Mobile Apps, Social Media, and Email Marketing as primary channels.

Q.19: What does the content production effort look like on these channels?

A.19: Content may be provided for some efforts, and the Successful Bidder will be responsible for updating the content on applicable sites or applications as determined by the Commission. Depending on the project scope, content may be provided by the Successful Bidder. Integrated marketing campaigns include Commission-approved content guidelines to ensure all partners align content with overarching creative direction and strategic direction. See Section 2.3(S).

Q.20: What are the most important KPIs that the commission is currently focused on?

A.20: The mission of the Commission's Division of Lottery is to raise revenue for education in the State of New York through the administration of lottery games. The Commission focuses on KPIs that advance this mission, specifically sales and aid to education.

Q.21: Is there a consistent test and learn methodology applied to relevant initiatives? If so, what does that process look like?

A.21: The Commission would look to the Bidder to recommend best practices.

Q.22: How many sites and apps would we be inheriting that we would also be responsible for maintaining?

A.22: The Successful Bidder will inherit two public-facing websites, one mobile app and one management website that must be maintained by the Successful Bidder.

Q.23: What does the infrastructure look like for lottery apps and the website?

A.23: The Lottery website operates on Drupal 8 and the Lottery's mobile app is built in HTML5 with a headless CMS.

Q.24: What does the DevOps tooling look like?

A.24: This information will be provided to Bidders who submit the Confidentiality and Non-Disclosure Agreement.

Q.25: What kind of content is produced on a monthly basis? Is any photo or video capture required as part of this RFP?

A.25: Currently, digital content that is produced on a monthly basis includes social media posts, website and mobile application copy, consumer-facing newsletter and retailer-facing newsletters (when applicable). Photo and video production will not be required.

Q.26: How is the product roadmap defined for each app and the website? For instance, how do features and content get prioritized and how do sprints get designed? Is this a collaborative process that includes your agency?

A.26: Currently the product roadmap is defined by the Division of Lottery's executive team. The addition of features and content is prioritized and then discussed with the Commission's agency partners in a collaborative format. Sprints are designed to fit product schedules. See Sections 2.3(A), (B) and (C) of the RFP.

Q.27: What CRM tools do you currently use?

A.27: The Commission does not have a CRM platform for the Lottery. GovDelivery is currently used for email marketing and push notifications.

Q.28: What tools do you use for user testing? How frequently are you running user tests?

A.28: The Commission vendor partners subcontract with research firms to perform user testing. Tools and frequency vary depending on circumstances.

Q.29: Is management of any paid media part of the RFP? If not, is there a paid media partner that we would be interfacing with?

A.29: Paid media is not part of the RFP. The Successful Bidder may be required to interface with the Commission's paid media partner.

Q.30: Do we need to formally indicate our intention to bid? (Or is this email with questions sufficient indication of our intentions?)

A.30: No.

Q.31: We have scanned the NY Lottery website to find that there is a loyalty program in place, but it is not featured on the main website, or detailed much in the RFP. We were wondering if the loyalty program is something that you want to enhance, reimagine, or expand to meet your goals of greater visibility, increased player base and engagement, and further possibility for analytics based direct marketing?

A.31: The Commission is seeking digital engagement solutions and recommendations for the Lottery from the Successful Bidder. See Part Two, 2.3 (DD) of the RFP. Specific efforts will be identified through the development of the Strategic and Fiscal Year Marketing Plans.

Q.32: A \$20 million annual budget is indicated within the RFP. Can you provide a breakdown of how that budget is allocated across major strategies and/or tactics?

A.32: \$20 million is the maximum annual budget for digital marketing efforts through this contract. The FY2020-2021 digital budget is broken out as follows:

Digital Marketing (Website, Mobile Apps, Social Engagement)	
Website	\$ 1,250,000
Digital Email/Regiment *	\$ 70,000
Digital Engagement	\$ 120,000
Digital Engagement Contingency	\$ 500,000
CSC Scheduling Service	\$ 125,000
Mobile App	\$ 1,000,000
Ideology (age verification)	\$ 200,000
Digital Promotions	\$ -
Research	\$ 200,000
Analytics Partner	\$ 250,000
Search & Social FY 2019/20	\$ 2,200,000
Digital Marketing Total	\$ 5,915,000

Q.33: Are there third-party platforms in use in the current ecosystem that will expire over the term of the contract, and is it the Lottery's intention to renew those agreements or put them up for review?

A.33: The Successful Bidder, with consultation with the Commission, shall identify the optimal solution for these platforms upon expiration of current contracts. See Sections 2.3(K), (L), and (N) of the RFP.

Q.34: In the RFP, there is guidance as to the composition of the core service team and where that team should be located (within NY) to serve you. Given the current state of the Pandemic, and advancements in remote service technology, is there any flexibility to this requirement?

A.34: The members of the dedicated full-time account management team identified in Section 2.3(C) must be available to meet with the Commission on-site at the Commission's headquarters in Schenectady, as needed, within a timeframe designated by the Commission.

During the duration of the current pandemic, the Commission will seek to utilize remote services to the greatest extent possible.

The Commission hereby amends RFP Section 1.3 to read as follows.

1.3 Minimum Qualifications

Any Bidder submitting a Proposal in response to this RFP must meet the minimum qualifications listed below. Information demonstrating the qualifications defined below must be incorporated into a Bidder's response to **Part 4, Proposal Response**.

1. The Bidder must ~~have at least one established New York State office, which must be the primary office for staff assigned to the Lottery account~~ meet the staffing requirements as described in Section 2.3.C and Section 6.9. Staff members of the dedicated full-time account management team identified in Section 2.3(C) must be available to meet with the Commission on-site at the Commission's headquarters in Schenectady within a timeframe designated by the Commission, generally not to exceed twenty-four (24) hours, upon a request by the Commission for such on-site meeting.
2. The Bidder, at the time of its submission of a Proposal in response to this RFP, shall have at least ten (10) years of experience with digital program development and digital marketing.
3. The Bidder must have experience with integrated digital marketing campaigns, development, oversight and maintenance of digital solutions to support digital efforts, digital project management and managing multiple vendor partners.
- ~~4. Staffing requirements are described in Section 2.3.C and Section 6.9.~~

Q.35: Why are you looking for a new partner now?

A.35: The Commission is seeking to bifurcate these services from the support provided by the Commission's Advertising Agency as the term of that contract approaches expiration.

Q.36: What about your former/current partner didn't meet your needs?

A.36: The Commission seeks a partner solely focused on Digital Marketing solutions rather than as a secondary function of the advertising program.

Q.37: What are you looking for in a new partner that past partners didn't provide?

A.37: See answer to Questions 35 and 36.

Q.38: Can you share any information around key activation moments we should be aware of?

A.38: Currently key activation moments are defined as product launches and promotions. Other activation moments will be defined by in the Commission's business plans for the Lottery.

Q.39: What is your business challenge? Increase revenue, drive cost efficiencies, etc.

A.39: Identification and implementation of the most efficient and effective use of resources that can be allocated to an effort or function.

Q.40: What are your current measurement strategies? Are you doing any form of marketing mix modeling (aka MMM) or measurement studies such as brand lift?

A.40: The Commission establishes goals, objectives and measures for initiatives. Tracking study and sales results are the primary measurement tools currently utilized.

Q.41: What are your current KPIs and success metrics?

A.41: See answer to Question 20.

Q.42: What vendor contracts are we to be inheriting from your existing agency?

A.42: See answer to Question 33.

Q.43: Do you have a clear understanding of who your customers are today (i.e., personas, segmentation studies, etc.)? If so, can you share any persona and segmentation work?

A.43: The Commission utilizes consumer segmentation data. Consumer segment information will be provided to the Successful Bidder as part of the planning process.

Q.44: How are you currently collaborating with your agencies today?

A.44: The Commission holds regularly scheduled meetings and leverages technology to manage initiatives.

Q.45: What are your expectations for reporting cadences? How often would you like us to report performance?

A.45: The Commission will work with the Successful Bidder on the frequency of reporting, but the Bidder shall assume all reports will be required monthly at a minimum.

Q.46: What is your typical marketing planning cycle? Are you planning annually, by campaign, etc.? If by campaign, how long does a typical campaign last?

A.46: In general, the Lottery utilizes a fiscal year planning cycle with quarterly updates as appropriate.

Q.47: Do you need an "Above the Line" (TV/Print/OOH) partner as well?

A.47: No. These services are not part of this RFP.

Q.48: Does the RFP budget amount include media planning/buying?

A.48: No. These services are not part of this RFP.

Q.49: What is your working media budget? Is that part of the overall \$100 Million budget or is that separate?

A.49: No. These services are not part of this RFP.

Q.50: What is your current channel-level budgets? (TV, OOH, search, online video, display, etc.)

A.50: Below is the Commission's last full fiscal year (FY2019-2020) media spend for the Division of Lottery:

MEDIA SPEND	TOTAL
TV	\$23,276,728
Radio	\$ 6,906,745
Print	\$ 3,465,862
OOH	\$15,323,607
Digital	\$10,684,512
Search/Social	\$ 1,929,522

Q.51: Page 3 talks about \$100MM, but also states that it could change in any given year. Are we bidding on a fixed fee or is it more straight-forward in that the fee is already determined and contractor is just saying Yes or No to listed scope?

- a. Does the RFP contract amount include third party media purchases (print, video, tv, radio, OOH, etc.)?

A.51: The Bidder shall submit a fixed fee bid for ongoing services (Items 1-7 of Category A of the Pricing Proposal Form, Attachment 3a). The Bidder must also submit hourly rates for staffing titles providing services under this RFP. The hourly rates will then become the basis for pricing of projects undertaken by the Successful Bidder resulting from the Strategic Digital Marketing Plan and Fiscal Year Digital Marketing Plans developed by the Successful Bidder and approved by the Commission. Actual expenditures under the Contract will vary based on the determination of which projects are selected.

- a. **No. These services are not part of this RFP.**

Q.52: Page 7, Nature of Account talks about need to handle multiple projects simultaneously. Can we get a general size (1-3 projects, 4-8, 10+)?

- a. Is there seasonality / cyclicity that affects project volume? – What are the highs/lows?
- b. Is there a calendar identifying which games are planned for when? Can this be shared?

A.52:

- a. **Digital project volume is steady with 15-20 significant digital projects occurring simultaneously. During the holiday season additional efforts may occur. Digital efforts may be required to support integrated marketing campaigns. Approximately 10 significant marketing campaigns launch annually.**

b. See attachment “Game Planning Schedule FY2019-2020”.

Q.53: What are your timeline expectations from strategy to launch for a given campaign or new game promotion?

A.53: The timeline from strategy to launch for digital efforts depends on initiative scope and level of complexity. A general advertising campaign timeline is 6-9 months from inception to launch.

Q.54: Is there an expectation that the Successful Bidder will create/develop games or only market games that others have created?

A.54: The Successful Bidder will provide digital marketing support for Lottery games offered through the Lottery’s game providers. However, the Successful Bidder may produce or contract with other vendors for interactive play-for-fun digital games to support player engagement programs, as approved by the Commission. Specific efforts will be identified through the development of the Strategic and Fiscal Year Marketing Plans.

Q.55: How many new games/campaigns should we assume need to be created/worked on in a given year across the handful of pull games and 35-50 instant scratch games at any given time? Is it correct to assume, based on page 8 “Lottery Knowledge” section that there’s a new game every four to six weeks and four to five at a time (page 24), so up to 60 new games/year?

- a. The RFP references agile teams needed to support unexpected shifts in consumer demands. Do promotions or instant scratch games get tested so the 35-50 active at any time are only the successful ones (meaning more than that needs to be developed and tested)?

A.55: Approximately 10 significant lottery marketing campaigns are launched annually. The Commission releases approximately 50-60 scratch-off games each fiscal year. Not all games and launches are supported by marketing campaigns.

- a. **Selected promotions and scratch-off games are tested.**

Q.56: Regarding retailers and other physical distributors of lottery and OTB – would the printing of promotional materials (posters or dispensing machines) be included in the project budget for these retailers? And shipping to all locations?

A.56: No. These services are not part of this RFP.

Q.57: Is there any difference/distinction with regard to project scope for a national game like Power Ball and Mega Millions versus a NY-only instant scratcher?

A.57: Each project scope will be different as projects and initiatives are established based on specific goals and objectives.

Q.58: A digital producer role is required. Is the vendor responsible for creation of video/TV spots as part of the bid?

A.58: No. These services are not part of this RFP.

Q.59: Budget/billing management (page 11) – will this role be working on project-related budgets/billing only or other Commission related items? Assuming it includes items such as print vendor proposal costs, correct?

A.59: No. This provision refers exclusively to the costs and fees associated with the services provided through this RFP.

Q.60: An individual project's "Working Papers" is essentially a new bid for the project which would draw down from the annual budget remaining for the year, correct?

A.60: Working Papers provide the specifications and costs for a project agreed to by the Successful Bidder and the Commission to be completed pursuant to this RFP. Projects must correspond with the implementation of the Strategic Digital Marketing Plan and Fiscal Year Digital Marketing Plans developed as part of this RFP and costs must align with the rate card submitted with the Successful Bidders pricing proposal. Costs for these projects must be within the budget allotted pursuant to this RFP.

Q.61: Can team members be offshore or is the requirement for onshore staff only? If there is an onshore requirement is there a requirement that the staff be based in NY or are other parts of the United States acceptable.

A.61: See answers to Questions 1, 3 and 34.

Q.62: Who is using the Qmatic digital scheduler and what is being scheduled? Is it Lottery ticket deliveries to stores?

A.62: The Qmatic digital scheduler is utilized by lottery players, Commission staff, and Video Lottery Gaming facilities to schedule prize claim appointments.

Q.63: For hosting requirements, will Successful Bidder take over existing hosting duties with existing vendor, or are you looking to move/change the hosting completely?

A.63: The Successful Bidder will utilize existing hosting for the Lottery's website and mobile application. The Commission does not desire to change hosting for these properties at this time.

Q.64: What is the ramp up or transition timeframe for the Successful Bidder?
a. Will existing training materials be provided for Day 1 support?

A.64: As part of your proposal, please provide transition timelines by asset. The Commission will work with the Successful Bidder to implement a timeline that works for both parties. The Commission will work with the Successful Bidder to identify materials needed to ensure successful transition.

Q.65: What Accessibility Guidelines level is required?

A.65: Please refer to NYS ITS policy: NYS-P08-005. The Successful Bidder must adhere to all ITS policies. ITS policies are available here:
<https://its.ny.gov/tables/technologypolicyindex>

Q.66: What required browsers need to be validated against?

A.66: Google Chrome, Microsoft Edge, Internet Explorer (until retired) and Mozilla. Additional browsers may need to be validated as requested by the Commission or ITS based in changes on the market.

Q.67: Page 28 states Successful Bidder will have a new operational CRM system up in 90 days. Are you assuming that the existing one would not be continued? If not being continued, why?

A.67: The Commission does not currently utilize a CRM platform for the Lottery.

Q.68: What CRM systems do you currently use for distributing content to retailers and other distributors of Lottery?

A.68: The Commission does not currently utilize a CRM platform for the Lottery. Currently, information is provided to retailers utilizing a retailer website maintained by the Lottery's full-service provider. In addition, GovDelivery is used to distribute bulk email communications and newsletters to the Lottery's retailer network.

Q.69: Can you provide a list of third-party vendors that would need to be managed by the Successful Bidder? If not specific list, how many should we assume? And what types of vendors are you referencing (e.g., Market Research Vendors, Media buying and placement firms, etc.)?

A.69: Third-party vendors identified in Section 2.3 of the RFP include:

- **Market Research**
- **Player Experience Measurement**
- **Identity Verification**
- **Google Analytics**
- **Geo-Location**
- **Digital Scheduler**

Q.70: What is the full fee schedule for all third-party vendors per month or year that should be considered in our response?

A.70: See Part Two, 2.3(K), (L) and (N) of the RFP.

- **Identity verification: \$350,000. This fee scales up or down based upon player usage; it is procured as a bulk buy.**
- **Google Analytics: \$200,000, billed yearly.**
- **Geo-location: \$8,000 per quarter; this fee has potential to scale based on usage.**
- **Digital scheduler: \$125,000 billed yearly.**

Q.71: Can we manage the third-party vendor contracts as opposed to managing the vendors' work directly?

A.71: No.

Q.72: Is the Gaming commission open to renegotiating any 3rd party vendor contract relationships by the successful bidder?

A.72: No. The Successful Bidder must honor any existing contract until its expiration.

Q.73: Digital Marketing Performance Dashboard: What performance/operational metrics / KPIs are being tracked now? Can you share an example of a recent Digital Marketing Performance Dashboard? What is the current data visualization tool used by business today for measuring performance? E.g., Tableau, PowerBI, Google Data Studio

A.73: The Commission tracks Lottery site and mobile app performance through Google Analytics. The Commission does not currently utilize a Digital Marketing Performance Dashboard for Lottery digital metrics.

Q.74: Beyond Google Analytics, what tools and sources of data are used to track performance?

A.74: The Commission currently only uses Google Analytics to track Lottery website and mobile app performance.

Q.75: Does the Commission currently own the Google Analytics contract directly with Google or does the current agency own the Commission's Google Analytics contract?

A.75: Yes. See Section 2.3(L) of this RFP.

Q.76: Has Google Analytics 4 been implemented on existing website/app experiences?

A.76: No.

Q.77: What are Google Marketing Platform products are in use today? e.g., Display and Video 360, Search Ads 360, Google Ads

A.77: The Commission uses search ads. Please note: Advertising is not part of this RFP.

Q.78: Is Google Cloud utilized today?

A.78: No. Amazon Web Services is utilized.

Q.79: Can you describe your current data ecosystem or tech architecture?

A.79: This information will be provided to Bidders who submit the Confidentiality and Non-Disclosure Agreement.

Q.80: Player Experience Measurement (Page 14):

- a. What aspects of Player Experience are being measured now?
- b. Can a recent report be shared with us?
- c. Is it required that a third party provide this service, or could we take it over once the current provider's contract is ended?

A.80:

- a. **Player experience is currently measured through Google Analytics.**

- b. The Player Experience Measurement third-party contract was recently executed. Player experience reports are not yet available.**
- c. The Player Experience Measurement service must be provided by a third-party.**

Q.81: Scope: (Page 13)

- a. Websites: Can you provide the URL(s) for the websites to be supported? Can you estimate the volume of the support tasks anticipated per month?
- b. Mobile Ap: Can you estimate the number of support tasks anticipated per month?
- c. Customer Relationship Management
 - i. Can you estimate the number of CRM campaigns anticipated per year for each game?
 - ii. Can you provide further detail on the support needed in this area?

A.81:

- a. Websites:

Nylottery.ny.gov;

[https://wb-nylottery.qmatic.cloud/qmaticwebbooking/index.html#/;](https://wb-nylottery.qmatic.cloud/qmaticwebbooking/index.html#/)

and other landing pages are requested. Support task volume varies by month depending on system releases and security updates. Support tasks may also be requested by the Commission.

- b. Mobile App:

The volume of support tasks varies by month depending on system releases and security updates. Support tasks may also be requested by the Commission.

- c. Customer Relationship Management

- i. Minimally twelve CRM campaigns per year.**

- ii. The Successful Bidder is required to provide an operational customer relationship management solution (CRM) and provide ongoing maintenance and support of the provided CRM. See Section 2.3(R), (S) and (CC) of the RFP for more information. The Successful Bidder, providing an on-site Digital Marketing Manager, shall be responsible for day-to-day oversight of CRM content, schedule, tracking and insights.**

Q.82: Acquia Drupal Platform related questions.

- a. What version of Drupal is the current site using?
- b. Do you intend to upgrade to Drupal version 9?
- c. How many Drupal websites are in scope?

- d. Are you using Acquia Cloud Enterprise or Acquia Cloud Site Factory?
- e. Are you using Acquia Site Studio?
- f. Are you using Acquia Marketing cloud?
- g. Is your Drupal website part of a multisite instance or a standalone site?
- h. Do you have an Acquia Technical Account Manager assigned?
- i. Do you currently use Acquia CDN and Acquia Shield or Edge Product?

A.82:

- a. **Drupal 8.**
- b. **Yes.**
- c. **One at this time, subject to change as requested by the Commission.**
- d. **Cloud Enterprise.**
- e. **No.**
- f. **No.**
- g. **No. It is currently standalone, but this can change.**
- h. **Yes.**
- i. **CDN.**

Q.83: The website receives APIs to display winning numbers, payout information and sales agents' retail listings.

- a. Do you have plans to change or upgrade the APIs?
- b. Is the Drupal site exposing APIs that are consumed by other systems?

A.83:

- a. **No.**
- b. **Yes.**

Q.84: When you say updates are performed on an as needed basis, can you share the schedule for the updates?

A.84: There is not a defined schedule.

Q.85: Do you have a DEVOPS pipeline setup for developing and deploying code to Acquia?

A.85: Yes.

Q.86: Is your PWA site hosting in Acquia or another platform?

A.86: Acquia.

Q.87: In your DEVOPS pipeline, do you have tools to test for security, performance, accessibility and UX/UI? Which tools do you use for these tests?

A.87: This information will be provided to Bidders who submit the Confidentiality and Non-Disclosure Agreement.

Q.88: What other systems are integrated with your Drupal site?

A.88: There are no additional systems integrated with the Commission's Drupal site.

Q.89: Are you looking for the agency to take over existing platform and infrastructure or are you looking for any new architecture or platform recommendations to support this effort?

A.89: The Successful Bidder will take over the existing platform and infrastructure.

Q.90: Section C DEDICATED FULL-TIME ACCOUNT MANAGEMENT TEAM ("AMT") - Page# 10 - states that *"The AMT shall develop project proposals and oversee development and implementation of Commission-approved digital marketing projects for the Lottery."* Could you please let us know how many proposals are expected every year that Successful bidder needs to manage?

A.90: See RFP Sections 2.2(A), (B) and 2.3(A) and (B). The Fiscal Year Digital Marketing plan shall determine the number of projects and proposals to be completed each fiscal year. The number of projects and proposals may change in any given fiscal year, depending on scope of digital efforts and the Commission's goals and objectives for the Lottery.

Q.91: Section H Project Management -Page# 13 - states that *"As part of the monthly account fee, the Successful Bidder shall provide a full-time dedicated project manager to work through the process of planning, organizing, communicating, and delineating responsibility for the completion of Commission-approved projects and ongoing maintenance efforts."* There is a PMP Certified Project Manager role listed under Section C Dedicated Full time AMT. Could you please clarify if both roles are for same person or different resources are required?

A.91: The PMP Certified Manager role listed under Section 2.3(C) is the same role that is outlined in Section 2.3(H).

Q.92: Section O MAINTENANCE, HOSTING & CRISIS MANAGEMENT states that *"As part of the monthly maintenance fee, the Successful Bidder shall provide database, Secure File Transfer Protocol ("SFTP"), website, and app hosting. Hosting shall include provision, management, and oversight of all hardware, software, service agreements."* Could you please provide more details around hosting and other components listed in above requirements so that bidder can estimate it properly?

A.92: Framework/system updates on existing technology and dependencies including: Drupal Core Updates, Drupal Module Updates, Node Package Decency Updates, Code Library Updates, System Uptime Oversight Utilizing Existing Monitoring, General

Infrastructure, CPIS, Headless CMS, NYL Services API, NYL Auth API, NYL SSO Web, and SFTP Services.

Q.93: Section O MAINTENANCE, HOSTING & CRISIS MANAGEMENT states that *"The Successful Bidder shall ensure that each of the systems are not "down" for more than 1 hour, as outlined in Appendix Q, with liquidated damages being assessed when any system is "down" for more than 1 hour. Each "down" event for each system will be considered independently."* Since bidder would be taking transition from existing vendor and needs a better understanding of application in scope for maintenance and operations, we request to consider service baselining period before SLA are agreed upon between Commission and Successful bidder. Are you amendable to that?

A.93: Yes.

Q.94: Section O MAINTENANCE, HOSTING & CRISIS MANAGEMENT states that *"Monthly maintenance hours vary by platform and are dependent upon the scale and complexity of the effort. Currently, an average of 500 hours is used monthly to complete existing maintenance tasks."* Our understanding is that if effort is required over and above 500 hours, that it will be managed through a change control process. Is that correct?

A.94: Correct.

Q.95: Section U WEBSITE DEVELOPMENT / MAINTENANCE / SUPPORT Page 21 states that *"The Successful Bidder shall transition, hold, and manage the existing Lottery website. The Successful Bidder shall fully comply with website requirements within 30 business days of contract execution."* Since bidder would be taking transition from existing vendor and need better understanding of application in scope for maintenance and operations, we suggest conducting assessment of current application compliance gaps and then mutually agree on full compliance timeline.

A.95: The proposed assessment is not necessary.

Q.96: Section 2. Development and Section AA: Testing and Deployment - our understanding is that development work will be dependent upon authorization of WP during contract execution. While Pricing proposal forms accounts for Development and Testing phases as part of fixed fee. Could you please clarify our understanding and if these categories need to be removed from Account Fee and will be decided during contract execution?

A.96: The pricing proposal does not include a specific line item for Development and Testing as part of a fixed fee. Testing and deployment shall be included as part of the monthly account fee for existing products. Project-based initiatives that require testing shall include testing and deployment fees in the project Working Papers.

Q.97: Are you able to offer an extension of the due date by three weeks?

A.97: See revised schedule in RFP Amendment One Summary.

Q.98: Will the Commission allow the selected vendor to utilize offshore development resources when designing the proposed solution?

A.98: Yes. However, sections 6.17.G and 6.17.J.3 prohibit all confidential data and data related to this RFP to be transmitted outside of the continental United States. Any services involving the accessing, processing, transmission, or storage of data therefore must be performed in the continental United States.

Q.99: Can you share the names and titles of those who will be on the evaluation committee?

A.99: No.

Q.100: What are the key qualities you are looking for in the digital strategic partners who will work on this business?

A.100: See Section 1.2 of the RFP.

Q.101: What is working well with your current digital partner relationship? What things would you like to improve or build on in any future relationship?

A.101: See answer to Questions 35 and 36.

Q.102: Please clarify what would be considered a conflict of interest under Section 7.11 Conflicts of Interest? For example, providing services to another State Lottery Commission or a casino?

A.102: Conflicts of interest are defined collectively within Section 7.11 of the RFP and within Appendix M to the RFP, the “Vendor Assurance of No Conflict of Interest or Detrimental Effect” form, which is referenced within Section 7.11. Facts and circumstances will determine if a conflict or potential conflict exists. If the Bidder or Successful Bidder has concerns, they should consult with the Commission.

Q.103: Can you provide clarity on client organizational design that this team will support for the digital marketing assignment? Who is the approver/ decision maker(s) on the work? Does it change by project type?

A.103: Commission staff assignments will depend on the project. The most common roles will be digital, marketing, and operations staff. The approver/decision maker will depend on the scope of work. Approval by the Commission’s Director of the Division of Lottery will be required for most projects.

Q.104: Can you clarify the roles and responsibilities of the Digital Marketing Manager (on-site) requested in 2.3.C?

A.104: The on-site Digital Marketing Manager provided by the Successful Bidder will be required to perform tasks as assigned by the Commission to support the Lottery’s digital program. Tasks include, but are not limited to CRM support, content management on digital assets, content calendar collaboration with Commission staff and vendor partners, digital promotional support and prize fulfillment, and day-to-day digital marketing support.

Q.105: Are any of the existing contracts the Bidder would take over from McCann World Group with MBE, WBE or SDVO companies? Specifically:

- a) Regarding Market Research, as outlined in 2.3.I, can you share the names of existing partners, and are any of the current suppliers MBE, WBE or SDVO companies? No. existing market research will be transferred to the Successful Bidder.
- b) Regarding Player Experience, who is the current services provider mentioned in 2.3.J, and are they a MBE, WBE or SDVO company?
- c) Regarding Identity Verification, is the current third-party vendor ID Dataweb, a MBE, WBE or SDVO company?
- d) Is your current location-based tracking vendor mentioned in 2.3.M, a MBE, WBE or SDVO company?
- e) Regarding Digital Scheduling, is the current third-party vendor, Qmatic a MBE, WBE or SDVO company?

A.105:

- a) **No. Existing market research will be transferred to the Successful Bidder.**
- b) **Centralis is not a MBE, WBE or SDVO company.**
- c) **ID Dataweb is not a MBE, WBE or SDVO company.**
- d) **Google Location Services is not a MBE, WBE or SDVO company.**
- e) **Qmatic is not a MBE, WBE, or SDVO company.**

Q.106: Is the Acquia cost part of the Successful Bidder monthly maintenance fee, or separate and maintained by the Commission?

A.106: The Acquia cost is maintained by the Commission and is not part of a monthly maintenance fee.

Q.107: To provide an accurate cost estimate for hosting, can you provide details of the current infrastructure and/or current cost incurred for hosting?

A.107: The current hosting cost is \$110,000 annually.

Q.108: Accessibility is mentioned throughout the doc, is there a specific WCAG compliance level that is required or desired?

A.108: Please refer to ITS policy: NYS-P08-005. The Successful Bidder must adhere to all ITS policies. ITS policies are available here: <https://its.ny.gov/tables/technologypolicyindex>

Q.109: The RFP refers to various third-party expenses, such as those related to the ongoing vendor contracts required under the scope, many of which will be assumed by the Successful Bidder from the incumbent. Can the Commission please confirm that such third-party expenses are not to be included in the fees for annual services, and that such third-party expenses will be separately estimated, approved and passed through to the Commission without markup, as needed after award and throughout the term of the contract?

A.109: Pursuant to RFP Section 6.7 – Compensation, Invoicing and Payment, the Successful Bidder will be compensated for third-party expenses relating to Projects, as they are defined in the associated Working Papers. Any third-party expenses relating to the ongoing Scope of Work must be included in the fees provided in Attachment 2 – Pricing Proposal. See Section 2.3(I), (J), (K), (L), (M) and (N) with regard to existing contracts.

Q.110: The MWBE Utilization Plan Form (Appendix J-4) to be included in Volume 1 requires "total contract bid amount" data. Yet, clearly no pricing information is to be included in Volume 1. Will an updated Appendix J-4 Form be supplied, or should it instead be included in Volume 2?

A.110: The MWBE Utilization Plan Form (Appendix J-4) may not be submitted with Volume 2 – Pricing Proposal. The form may be submitted in a separate file as part of Volume 1, but if it is included in the same file it will be extracted and be provided to a separate evaluator who will score the Diversity Practices. The pricing information will not be included for the Technical Evaluation Committee.

Q.111: Part 5.4.B.12 - Please confirm the Technical Proposal should follow the order proposed in 3.2A to 3.2D as a response to 5.4.B.12?

A.111: Yes, that is the preferred submission order.

Q.112: How many companies was this RFP sent to?

A.112: 299

Q.113: How many are MWBE certified?

A.113: 211

Q.114: Who currently has the contract? Are they bidding?

A.114: The Commission has advertising and media contracts with McCann-Erickson USA, Inc. The Commission is not privy to this information prior to its receipt of proposals.

Q.115: How long has the current contract owner had the relationship?

A.115: The Commission has contracted with McCann-Erickson, USA, Inc. for advertising and media services since March 2015.

Q.116: Why are you potentially switching partners?

A.116: See answer to Questions 35 and 36.

Q.117: Since the pandemic, we have moved to become a NY based virtual business. Our entire staff works from home. Some staff reside in NY (including the CEO). Others reside across the nation. Is this OK?

A.117: Yes. See answer to Question 34.

Q.118: Please explain the role/purpose of a "Digital Scheduler".

A.118: The Qmatic digital scheduler is utilized by lottery players, Commission staff and Video Lottery Gaming facilities to schedule prize claim appointments.

Q.119: Please define "liquidated damages" as stated in section O. "Maintenance, Hosting & Crisis Management".

A.119: See Appendix Q of the RFP.

Q.120: What does the Commission anticipate the Contract Start Date will be? How long does OSC approval typically take?

A.120: Pursuant to Section 112(2)(a) of New York State's State Finance Law:
“... The comptroller shall make a final written determination with respect to approval of such contract within ninety days of the submission of such contract to his or her office unless the comptroller shall notify, in writing, the state agency, department, board, officer, commission, or institution, prior to the expiration of the ninety day period, and for good cause, of the need for an extension of not more than fifteen days, or a reasonable period of time agreed to by such state agency, department, board, officer, commission, or institution and provided, further, that such written determination or extension shall be made part of the procurement record pursuant to paragraph f of subdivision one of section one hundred sixty-three of this chapter.”

Q.121: Section 2.3 (D): We do not see a Lottery-related financial support position listed in section C under the dedicated full-time account management team. Please clarify where to account for this position in the pricing proposal (e.g., should this be a seventh position under the account management team roles in section 2.3.C).

A.121: This is part of the monthly account fee as described in Part Two, Section 2.3(C) of the RFP. This fee is accounted for in A.2. Account Fee of the Pricing Proposal Form, Attachment 3A – C202103

Q.122: Section 2.3 (O), (P), (Z), (AA), Section 7.15, Appendix Q: There are several references throughout the RFP to liquidated damages. Liquidated damages are not customary for this type of work. Would the Commission consider removing terms around Liquidated Damages as referenced in the contract?

A.122: No.

Q.123: Section 3.2 (A)(1)(h): For larger organizations (more than 1,000 employees), please provide clarity on the level of fidelity desired for the organizational chart requested.

A.123: Organization charts should include president/CEO, functional area heads and reporting structure of employees assigned to the Lottery account.

Q.124: Section 3.2. (A)(1)(j): Please clarify how the Commission characterizes ‘suitability standards’ as it relates to our hiring practices.

A.124: The Commission does not have pre-defined standards for its Bidders and is interested in hearing from the Bidders what standards and practices they institute.

Q.125: Section 3.2 (A)(2): Due to being part of a public company and confidentiality concerns, we do not provide individual agency financial statements. Would the Commission accept consolidated, publicly available financial statements of the Bidder's parent company in lieu of the financial statements of the Bidder's operating division?

A.125: Consolidated, publicly available financial statements of the Bidder's parent company in lieu of the financial statements of the Bidder's operating division would be acceptable.

Q.126: Section 3.2. (C): The opening description of this section requests that the Bidder provide a 'detailed Work Plan that identifies the processes to be utilized for all aspects of the project, including specific deliverable dates.' Our understanding of this description and subsequent related questions (a-m) are related to our general approach to the entirety of the scope of work (detailed in Part Two of the RFP) and not a specific work project. Can you please confirm this understanding is correct?

A.126: Correct.

Q.127: Section 3.2. (C): Can you clarify the 'specific deliverable dates' requirement since we believe this work plan is not for a specific work project?

A.127: Please provide deliverable dates that apply to standard practices.

Q.128: Section 3.2 (C)(4.): Please clarify if this security process is data security, cyber security, and/or physical security (facilities and safeguarding of information)?

A.128: Data security, cyber security and physical security for Lottery assets as they relate to digital marketing.

Q.129: Section 4.5: The maximum score for the MWBE Diversity Practices is 5 points. Please confirm that the completion of Appendix K.1, Diversity Practices Questionnaire, will be the only requirement for the consideration of the 5 points.

A.129: The Completion of Appendix K.1, Diversity Practices Questionnaire, along with Appendix J-4 – MWBE Utilization, will be used to score the Diversity Practices.

Q.130: Section 4.5: How will the MWBE Utilization Plan Form, Appendix J-4, be scored in the evaluation?

A.130: As stated in Appendix K.2, Question 8: "The final question considers the use of MWBEs on the procurement for which diversity practices are being scored. This is the only criterion that considers the circumstances of the procurement exclusively, without regard to the respondent's other activities to promote MWBEs. The robustness of a utilization plan is to be assessed based upon the availability of MWBEs to perform as subcontractors and suppliers to the respondent on the procurement. As with question 6, you should refer to the MWBE Directory in order to determine the availability of MWBEs."

Q.131: Section 4.5: How will the Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses, Appendix L, be scored in the evaluation?

A.131: Appendix L Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses will not be scored in the evaluation. The MWBE and SDVOB Goals are requirements of the RFP.

Q.132: Section 5.4 (A): Our understanding is that there are no page limitations for the Technical or Price Volumes. Please confirm this is correct.

A.132: Correct.

Q.133: Section 5.4 (A): Our understanding is that the Commission has not specified formatting requirements for font size, margins, line spacing for this submission. And, that the formatting will be entirely left to the discretion of the Bidder. Please confirm this is correct.

A.133: Correct.

Q.134: Section 5.4 (B): The RFP notes bidders should organize Volume 1 in the order provided with technical documentation in the appendices. Please clarify the desired 'technical documentation' outside of the documentation numbered 1-9 on page 39 of the RFP.

A.134: RFP Part Three – Proposal Response is required in addition to what is indicated in Section 5.4 (B).

Q.135: Section 5.4 (B): The Proposal Content detailed in Section B does not include mention of Part Three: Proposal Response (page 30-34), please clarify desired location of Proposal Response in Volume I outline provided on page 39.

A.135: The Commission prefers that the information provided in Part Three follow the documentation outlined in Section 5.4 (B)

Q.136: Section 5.4 (B): The Proposal Content instructions specify that 'each volume must be sealed separately from the other and packaged together' when submitted to the Commission. Please clarify how the Bidder should package content if each Volume is sent electronically to a different email address.

- For example, does the Commission want each PDF password protected to provide an electronic 'seal'? If so, is the delivery of the password in a separate email with subject line as noted an acceptable form of 'seal'?

A.136: Bidders may submit separate files as they deem necessary to constitute each volume, however, the Pricing Proposal must be submitted separately from any Technical responses, as indicated in RFP Section 5.4 (C).

Q.137: Section 5.4 (C): Our understanding is that both Volumes in this submission will be delivered electronically and that no hard copies are required for the submission. Please confirm this is correct.

A.137: Correct

Q.138: Section 5.4 (C): Our understanding is that the inclusion of a redacted version of the proposals is optional to Bidders and not a requirement of the submission. Please confirm this understanding is correct.

A.138: Redacted files are only required if the Bidder deems any portion of its proposal to be proprietary pursuant to RFP Section 5.11.

Q.139: Section 5.6: For Bidders considering a Joint Proposal, please confirm relevant specifications to consider when designating the primary bidder.

A.139: All requirements of the RFP should be considered when designating a primary bidder.

Q.140: Section 5.6: If a Joint Proposal is submitted, will each of the participating firms be permitted to contribute one (or more) references to the Proposal Submission?

A.140: Pursuant to RFP Section 3.2 (A) (4), Bidders must submit three references. Bidders may elect to submit more than three references. The references provided will be used to substantiate the Bidder's stated capabilities to perform the Scope of Work outlined in this RFP and may impact Technical scoring.

Q.141: Section 5.11: Please confirm that pricing can be redacted in the submitted redacted version of the proposal.

A.141: Bidders may request that specific information be deemed proprietary and such requests will be reviewed by the Commission pursuant to RFP Section 5.11.

Q.142: Section 5.23: Please confirm if the Commission would be amenable to revising the language in this provision as follows:

Upon thirty (30) days' notice and providing Supplier an opportunity to cure, The Commission reserves the right to terminate the Contract and to pursue any and all legal remedies provided at law, in equity, in this RFP, or in the Contract for breach or nonperformance of a Contract or other infractions, whether or not such default results in the termination of the Contract executed pursuant to this RFP.

In addition to the remedy of Contract termination and all other remedies available to the Commission hereunder, in the Contract, at law or in equity, the Commission may in its sole discretion accept partial, incomplete or otherwise non-complying performance. In the event that it prevails in legal action pursuant to this Contract, The Commission shall be entitled to collect court costs and reasonable outside attorneys' fees.

A.142: No.

Q.143: Section 5.26: What would be the intended scope of the audit mentioned in this provision?

A.143: The intended scope of the audit would depend on the circumstances leading to the need for an audit.

Q.144: Section 5.27: Is the Commission open to deleting 'and all agents, employees, officers and directors thereof' from the first paragraph?

A.144: No.

Q.145: Section 5.27: Is the Commission open to the following adjustments to reflect customary indemnities:

- (B): The Successful Bidder's acts or omissions in connection with its obligations to the State of New York
- (C): The Successful Bidder's contracts and subcontracts in connection with the Contract,

- (E): Claims that any or all of the products or services provided by the Successful Bidder under the Contract violate the Intellectual Property Rights of a third party (but excluding any materials provided by the Commission for inclusion therein), and/or
- F): An actual or alleged act or omission in the course of performing the Contract of:
 - (1): Delete
 - (4): Any person directly or indirectly employed by or in an agency relationship with the Successful Bidder or a subcontractor

A.145: No.

Q.146: Section 5.27: Is the Commission open to adding the following language: 'Notwithstanding the above, neither the Contractor nor the Commission shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Commission, the Contractor, or by others'?

A.146: No.

Q.147: Section 6.8: If this is a joint proposal with a lead bidder, is the joint bidder obligated to be listed as an RFP subcontractor?

A.147: Joint proposals must be identified as such. Please refer to RFP Section 5.6.

Q.148: Section 6.10: Given that the terms of the Contract RFP will not apply to most subcontractors (for example, music vendors, talent, promo producers), can we clarify that the provisions will only be included as applicable to the particular contract.

A.148: Subcontracts are required to be in writing and contain provisions that are functionally identical to, and consistent with, the provisions of the Contract and the RFP. See RFP Section 6.10. Additionally, subcontracts should be tailored to clearly outline the services or products being provided.

Q.149: Section 6.14: Given that the security policies are only applicable to those who are on Commission property or systems, may we clarify in the first sentence that the security requirements are only binding on subcontractors and other third parties if and as applicable to their specific work?

A.149: No.

Q.150: Section 6.17(D):

a) We are not clear on how this differs from Section 6.15.

b) However, can we add clarification in this paragraph that such ownership will be subject to ownership interests in any materials licensed from a third party (as contemplated in Section 6.13)?

c) In addition, may we confirm that ownership will transfer upon payment for deliverables?

A.150:

- a) **The sections differ as to the type of materials and services being addressed.**
- b) **No. Section 6.17(D) references that there may be other specifications related to ownership interests in the RFP, which would include those interests in Section 6.13.**
- c) **No.**

Q.151: Section 6.17(E): Since a software license from a third party may not always be procured on a perpetual basis, would the Commission consider removing 'perpetual'?

A.151: RFP Section 6.17 (E) is hereby amended to read as follows:

E. OWNERSHIP OF AND TITLE TO EXISTING SOFTWARE

Title and ownership to existing software delivered by the Successful Bidder under the Contract, which software is normally distributed commercially by the Successful Bidder or a third-party proprietary owner, whether or not embedded in, delivered, or operating in conjunction with hardware or Custom Products, shall remain with the Successful Bidder or the third-party. Effective upon acceptance by the Commission, such existing software shall be licensed to the Commission and shall, at a minimum, grant the Commission a non-exclusive, ~~perpetual~~ license **from the license owner for as long a period of time as possible, including perpetuity if available,** to use, execute, reproduce, display, perform, adapt (unless the Successful Bidder advises the Commission as part of its Proposal that adaptation will violate existing agreements or statutes and demonstrates such to the Commission's satisfaction), and distribute existing software to the Commission up to the license capacity stated in the Contract with all license rights necessary to fully effectuate the general business purposes stated in the RFP. With regard to third-party software, the Successful Bidder shall be responsible for obtaining these rights at its sole cost and expense.

Q.152: Section 6.17(E): For third-party software, please confirm the Commission would be responsible for licensing costs (as for other third-party licenses).

A.152: The proposed statement is inaccurate. The last sentence of Section 6.17(E) states "With regard to third-party software, the Successful Bidder shall be responsible for obtaining these rights at its sole cost and expense."

Q.153: Section 6.17(L): Please confirm whether additional standards are being contemplated or if they are limited to those listed in this section. If additional standards apply, please provide.

A.153: Security standards are subject to change. Links to the current New York State Office of Information Technology standards are provided in Section 6.17(L) of the RFP.

Q.154: Section 6.19:

a) May we delete 'if approval of the extension is given by the Commission'? It seems counter to the language of this section which excuses delays for reasons of Force Majeure.

b) In addition, can we modify the termination right so that it is only applicable after 30 days of the Successful Bidder's non-performance due to Force Majeure?

A.154:

a) No.

b) No.

Q.155: Section 7.8 & Section 7.10: The MWBE goal established under this solicitation is 30% total (20% MBE and 10% WBE). The SDVOB goal established is 6%. For the purposes of the subcontracting goals, is the Commission desiring a 36% total goal (30% for MWBE and 6% for SDVOB)?

A.155: Yes

Q.156: How is the conflict of interest in paragraph (A) defined? Is it as defined in the COI questionnaire? If so, can we tie it to that questionnaire?

A.156: Conflicts of interest are defined collectively within Section 7.11 of the RFP and within Appendix M to the RFP, the “Vendor Assurance of No Conflict of Interest or Detrimental Effect” form, which is referenced within Section 7.11.

Q.157: Appendix B: Throughout the RFP, the Commission refers to a ‘negotiation’ period; will there be a negotiation period of the contract between the contract award and contract execution of any contract resulting from this RFP?

A.157: Pursuant to RFP Section 6.2, the Commission does not intend, but reserves the right, to negotiate any changes in the provisions of the Contract following the receipt of Proposals.

Q.158: Appendix B; Section 3: Given that the Successful Bidder will in some circumstances be required to pay subcontractors on an expedited schedule or in advance of provision of services, may we add language that addresses advance payment terms for expenses, such as the following: Fifty percent (50%) of the total invoice is due upon the Commission’s written approval of the applicable estimate and thereafter Contractor shall issue invoices for the remaining project costs at least thirty (30) days before payment.

A.158: Please see §3 of the revised Appendix B – Contract C202103 included with this response.

Q.159: Appendix B; Section 6: Can we add a time period for a termination for convenience (such as 60 days)?

A.159: No.

Q.160: Appendix B; Section 6: Is it possible to define “conflict of interest” (subsection v) or tie it to Section 7 of the Contract?

A.160: Conflicts of interest are defined collectively within Section 7.11 of the RFP and within Appendix M to the RFP, the “Vendor Assurance of No Conflict of Interest or Detrimental Effect” form, which is referenced within Section 7.11.

Q.161: Appendix B; Section 7(b), 7(d):

- a) May we clarify that the conflict of interest referenced in (b) and (d) is defined in the same way as clause (a)?
- b) Also, Section 7(d) seems to be duplicative of the termination right in Section 6(v), so may we remove this section?

A.161:

- a) **Conflicts of interest are defined collectively within Section 7.11 of the RFP and within Appendix M to the RFP, the “Vendor Assurance of No Conflict of Interest or Detrimental Effect” form, which is referenced within Section 7.11.**
- c) **No.**

Q.162: Exhibit A: Our understanding is that this Exhibit was provided as a complement to the Scope of Work and is to be leveraged to inform the pricing exercise. Please confirm this is correct.

A.162: Correct.

Q.163: Exhibit A: Our understanding is that Exhibit A is not intended to be used to respond to the Work Plan question in the Technical Proposal (1.C Questions: a-m). Please confirm this is correct.

A.163: Correct.

Q.164: What other agencies are involved in this process?

A.164: The awarded Contract is subject to approval by the New York State Office of the Attorney General and the Office of the New York State Comptroller.

Q.165: What other agencies does NY Lottery work with on marketing projects that may be outside the scope of this engagement, e.g., media buying, SEO / SEM, etc.?

A.165: Currently, McCann-Erickson USA, Inc. provides marketing and media buying services.

Q.166: Is there any legislation currently in progress or expected to proceed that may affect New York state gaming that may impact the scope of work or parameters for the engagement during the lifecycle of the program?

A.166: The RFP is based on current legal requirements. The Commission cannot comment on potential legislation. If changes are needed to the Scope of Work during the term of the Contract, such amendments will be addressed as outlined within the RFP.

Q.167: What are your main sources of traffic aside from events such as high jackpot?

A.167: Advertising and search. Daily traffic is consistently high, due to players checking winning numbers and prize claim information.

Q.168: Is there a dedicated analytics resource(s) that will be working alongside the selected agencies analytics resource(s)?

A.168: No.

Q.169: What platform(s)/service(s) do you currently use for analytics insights aside from Google analytics?

A.169: No additional tools.

Q.170: Have you identified common drop-off points on site? Or common user paths?

A.170: Yes. Such information will be shared with the Successful Bidder.

Q.171: Could you provide high-level feedback on the nature of stakeholders involved in the project and any levels of approvals that would be involved in the process?

A.171: Commission staff assignments will depend on the project. The most common roles will be digital, marketing, and operations staff. The approver/decision maker will depend on the scope of work. Approval by the Commission's Director of the Division of Lottery will be required for most projects.

Q.172: Are there any specific milestones we should be aware of when considering the project timeline?

A.172: Timelines will be established with Successful Bidder for transition efforts. All other digital timelines will align with the Formal Strategic Digital Marketing Plan and Fiscal Year Digital Marketing Plan.

Q.173: The RFP expresses a goal to support agile operations and states "most projects will require an agile framework." Are agile practices currently in place within the NY Lottery agency or should the winning agency expect to build agile practices and governance with NY Lottery to support the engagement?

A.173: The Successful Bidder is expected to build agile practices and governance with the Commission.

Q.174: Are there any further requirements around the Digital Marketing Custom Content Creation deliverable that can be shared at this time?

A.174: Content may be provided for some efforts, and the Successful Bidder will be responsible for updating the content on applicable sites or applications as determined by the Commission. Depending on the project scope, content may be provided by the Successful Bidder. Integrated marketing campaigns include Commission-approved content guidelines to ensure all partners align content with overarching creative direction and strategic direction. See Part Two, Section 2.3, S, Digital Marketing Custom Content Creation.

Q.175: Does NY Lottery expect to create additional consumer product touchpoints beyond the three websites and three mobile applications currently in market during the course of this

engagement or is the current scope primarily meant to cover evolution, continued development and maintenance of specifically these properties?

A.175: The Successful Bidder shall be a proactive strategic partner to the Commission in the development, evolution and execution of Lottery digital marketing programs, focusing on advancement, innovation, technology-driven solutions, player engagement, and drive to retail efforts. As part of the Digital Marketing Plan, the Successful Bidder may need to create additional consumer product touchpoints beyond the Commission's existing Lottery digital assets.

Q.176: Is there a pre-existing creative campaign to align marketing back to or will the development of such be required in the marketing plan?

A.176: Some, but not all, digital marketing solutions will align with the Commission's traditional Lottery marketing plan. Development of digital marketing solutions shall be required in the Fiscal Year Digital Marketing Plan to be developed by the Successful Bidder.

Q.177: Is paid media planning included in the ask? If not, would you be able to share details surrounding paid initiatives over the span of the fiscal year marketing plan? Budget, touchpoint split, big bet engagements etc.

A.177: No. These services are not part of this RFP.

Approximately 10 significant lottery marketing campaigns are launched annually. For the Commission's last full fiscal year (FY2019-2020) for the Division of Lottery's media spend which supports all major marketing initiatives is below:

MEDIA SPEND	TOTAL
TV	\$23,276,728
Radio	\$ 6,906,745
Print	\$ 3,465,862
OOH	\$15,323,607
Digital	\$10,684,512
Search/Social	\$ 1,929,522

Q.178: Are there any upcoming partnerships, endorsements or business priorities to align creative thinking towards within our recommended marketing plan?

A.178: No.

Q.179: Are there any priority touchpoints or channels digital marketing experiences need to live on or integrate? Ex, retail, partners, key social media accounts

A.179: At this time, social media.

Q.180: Where do you see the most opportunity to improve your digital marketing to date?

A.180: Engagement and retention.

Q.181: What are your core KPIs for marketing initiatives and have they shifted significantly from last year to next?

A.181: See answer to Question 20.

Q.182: Is there an existing product roadmap for NY Lottery's digital properties (web, mobile, etc.)?

A.182: Yes. Such information will be shared with the Successful Bidder.

Q.183: What are the top site engagements for the 5 million average page views per week?

A.183: All Winning Numbers, Draw Games, Draw Game Details Page, and Instant Game Report.

Q.184: What percentage of web traffic is direct vs. search- or referral-generated?

A.184: Direct 60%; Search 40% for the week of 2/19/21 – this varies but direct is always the driver of web traffic over search.

Q.185: How is the Lottery's digital ecosystem used to market to retailers today (as opposed to players)?

A.185: The Digital Ecosystem does not market to retailers. Informational resources are provided via the website and email marketing is used to provide communications updates.

Q.186: The RFP indicates that the current NY Lottery mobile apps are written in HTML5. What was the reasoning behind using HTML5 and would NY Lotto be open to considering building a native mobile app written in Swift (iOS) and Kotlin (Android)?

A.186: The Lottery intends to move the current mobile app into a PWA.

Q.187: Is there currently a Customer Relationship Management (CRM) tool being used by NY Lottery today?

A.187: See answer to Question 68.

Q.188: What version of Drupal are your sites running (e.g., Drupal 8, 9)?

A.188: Drupal 8.

Q.189: What level of the accessibility standards are you holding the sites to (e.g., WCAG 2.1 AA)? How often do you audit?

A.189: Please refer to ITS policy: NYS-P08-005. The Successful Bidder must adhere to all ITS policies. ITS policies are available here: <https://its.ny.gov/tables/technologypolicyindex> All projects will be audited before launch to adhere to standards.

Q.190: Do you currently employ a testing platform/stack?

A.190: No.

Q.191: Can the NY Lottery provide business and compliance requirements regarding the needs of the Identity Verification solution?

- When is the current contract with ID Dataweb set to expire?

A.191: The current contract with ID Dataweb will expire February 2022. Business and compliance requirements will be provided to the Successful Bidder.

Q.192: Can the NY Lottery provide business and compliance requirements regarding the needs of the Digital Scheduler solution?

- When is the current contract with Qmatic set to expire?

A.192: The current contract with Qmatic will expire in September 2022. Business and compliance requirements will be provided to the Successful Bidder.

Q.193: Infrastructure / Maintenance:

- a) Are you looking to stay with Acquia hosting for all platforms?
- b) Do you have a version of the current Service Level Agreement (“SLA”) requirements?

A.193:

- a) The Commission does not intend to change hosting.**
- b) This information may be shared with the Successful Bidder, if necessary**

Q.194: As “Website Support” is not considered “Website Development” what is considered Website Support? Is the user issue management or support for bugs and other updates coming from the Commission (i.e., maintenance work)?

A.194: Website support includes, but is not limited to, issue management, support for bugs, and website updates that cannot be accomplished by means of the website content management system.

Q.195: In order to allow vendors the opportunity to deliver the best possible solution for the Commission and in keeping with the obvious importance of a well-defined SOW that accounts for 65% of the Commission’s stated Evaluation Criteria, would the Commission consider an extension of four (4) weeks of the RFP deadline. This request provides all vendors with the necessary time to prepare comprehensive responses that best meet the Lottery’s stated RFP objectives.

A.195: See revised schedule provided in RFP Amendment One Summary.

Q.196: Pricing for outbound messaging channels (such as Email & Text Messages) are often dependent upon the volumes of sends. Can the Commission provide guidance for anticipated send volumes for these messaging channels over the life of the contract?

A.196: The Commission currently utilizes GovDelivery to provide email messaging. Currently, approximately up to 100,000 push notifications are sent per month and over 500,000 emails are delivered per month. GovDelivery services are part of a N.Y.S. umbrella contract. The GovDelivery service would not transition to the Successful Bidder and expires with the Commission on September 13, 2021. The Commission is seeking CRM solutions from the Successful Bidder to support outbound messaging. See Section 2.3(CC) of the RFP. Working Papers will be required for the CRM scope and timeline. Any direct costs associated with outbound messaging will be outlined in the Working Papers to be billed to the Commission by the Successful Bidder monthly as a pass-through with no markup.

Q.197: Pricing for mobile messaging channels (such as In App Inbox & Push Notifications) are often dependent upon active user volumes. Can the Commission provide guidance for the anticipated Monthly Active Users of the mobile app and website (distinctly, not combined) over the life of the contract?

A.197: See answer to Question 196.

Q.198: Section 1.1: This section references the annual digital marketing budget of approximately \$20 million in each of the 5 years of the contract. Does the \$20 million budget include digital media purchasing and is digital media buying a requirement of this RFP?

A.198: Digital media purchase and digital media buying are not included within the estimated budget. These services are not requirements of this RFP.

Q.199: Section 1.2: This section states that coupons are currently distributed through multiple messaging channels. How many different coupon offers does the New York Lottery currently set up and distribute on an annual basis? In addition, how many individual coupons are actually sent out to players, printed/downloaded, and redeemed by players on an annual basis?

A.199: Coupon distribution and redemption depends on promotion or program goals and objectives. At any given time, up to 10 different coupon offers may be available. Distribution varies by year.

Q.200: Section 2.3.C: Acquiring digital resources is a highly-competitive market and the New York Lottery will need to consider the impact of COVID-19 when looking for experienced, flexible and talented support personnel. Would the Commission consider remote workers for the 5 AMT roles, if the Digital Marketing Manager was onsite in New York?

A.200: See answer to Question 34.

Q.201: Section 2.3.J: Will the Commission please provide samples of the existing reports for player experience measurement?

A.201: Attached for review are Web Traffic Reports (Attachment 4).

Q.202: Section 2.3: Would the Commission please fill in the missing information regarding each McCann contract? These details are needed in order to develop a comprehensive response to the RFP. In addition, can the Commission please provide copies of the contracts for these vendors?

CATEGORY	VENDOR NAME	TERM	AMOUNT
ID Verification	ID Dataweb	February 2022	\$350K block, est. \$11K/mo (Aug) based on transactions
CX Measurement	TBD	TBD	TBD
Site Analytics	Google Analytics (Tag Manager Fee)	Contract through Aug 2021	\$200K
Digital Scheduler	Qmatic	May 2021	\$125,000

A.202: Answers in chart. The contracts requested cannot be provided as they have been designated as proprietary by McCann-Erikson, USA, Inc, or the proprietary designation request and review process is not complete.

Q.203: Section 2.3.N: Please provide additional information regarding the digital scheduler that Qmatic provides the Commission and the terms and cost of the contract with Qmatic.

A.203: The Qmatic digital scheduler is utilized by lottery players, Commission staff and Video Lottery facilities to schedule prize claim appointments.

Q.204: Section 2.3.O: Who manages Single Sign-On (SSO) system today as well as the player registration process?

A.204: The Commission's Advertising Agency for the Lottery, McCann-Erikson, USA, Inc.

Q.205: Section 2.4.O: Does the Commission use any CMS' other than Drupal?

A.205: HTML 5.

Q.206: Section 2.4.O: Is the software that is included in this bid (Drupal, Aquia, OS's, etc.) on the most current versions? If not, what versions is this software on?

A.206: The Commission is currently running Drupal 8.

Q.207: Section 2.3.CC: What are the Commission's current tools used for CRM and mobile push notifications?

A.207: GovDelivery.

Q.208: Section 3.2.A.3.b, Experience, Case Studies: Will the Commission allow for the submission of more than 3 case studies?

A.208: The Commission requires a minimum of 3 case studies and will accept up to a total of five case studies.

Q.209: Section 4.5.A: We note that the evaluation criteria maps to the section headers in Part Three - Proposal Response. Will the Commission please confirm that bidder's technical

proposal should include responses to Part Three - Proposal Response? Should bidder's also respond to each requirement in Part Two – Scope of Work?

A.209: The Technical Proposal must address the areas identified in Part Three – Proposal Response. It is expected that the proposal will address the Bidder's ability to provide all goods and services described in Part Two – Scope of Work.

Q.210: Exhibit A: Second-Chance and Rewards Center - Merchandise is mentioned in a couple of places, but there is no mention of leveraging a Player Store. Does Merchandise refer to only Sweepstakes/Drawing prizes or is a store included?

A.210: Merchandise refers to promotions and second chance drawing prizes that may be part of a digital engagement solution.

Q.211: Exhibit A: Can the Commission please explain what is meant by “mobile cashing”?

A.211: Mobile cashing refers to the verification of winning tickets and prize payment through a mobile platform.

Q.212: Is it possible to state whether the Commission is required to competitively bid this contract every 5-years? If not, what is the rationale for moving this business from the incumbent agency?

A.212: The Commission is subject to the requirements set forth in New York State's State Finance Law. As such, this and future procurements are subject to competitive bidding.

Q.213: Regarding MWBE participation, can you confirm the respective WBE and MBE goals are not mandates? And there are no set-asides for MWBE/SDVOB business?

A.213: The SDVOB and MWBE programs are goal-based with a required demonstration of good faith efforts. The MWBE program does not allow for set-asides. The SDVOB program does allow for set-asides but there are no SDVOB set-asides allocated to this contract.

Q.214: Section 1.1: Would a reduction in budget during the contract term result in a narrowed scope of expected services? Would the Strategic Partner be asked to provide recommendations on areas to cut to comply with the budget reduction?

A.214: The budget amount per fiscal year is a maximum of \$20 million. The Successful Bidder is expected to provide a Fiscal Year Digital Marketing plan that aligns with the Commission's fiscal year plans which may or may not require use of the full \$20 million in any fiscal year.

Q.215: Section 1.3: Is the requirement to have an 'established New York State office' one that must be operational prior to the contract award? Or can the New York State office be established within a minimum number of days after the award of the contract?

A.215: The New York State office requirement has been eliminated from this RFP. See answer to Question 34.

Q.216: Section 2.3: For the existing contracts that the successful bidder will assume for PLAYER EXPERIENCE MEASUREMENT, IDENTITY VERIFICATION and DIGITAL SCHEDULER, would you be able to provide contract term and fee details that are not provided in the RFP doc?

A.216:

CATEGORY	VENDOR NAME	TERM	AMOUNT
ID Verification	ID Dataweb	February 2022	\$350K block, est. \$11K/mo (Aug) based on transactions
CX Measurement	TBD	TBD	TBD
Site Analytics	Google Analytics (Tag Manager Fee)	Contract through Aug 2021	\$200K
Digital Scheduler	Qmatic	May 2021	\$125,000

Q.217: Section 2.3.Z: Would there be expectations of the agency to develop any ad hoc applications throughout the term that don't fall within the approved Digital Plan?

A.217: Yes. Any ad hoc applications would be added to the Digital Marketing Plan.

Q.218: Exhibit A: Is this the document referenced on page 9 "Exhibit A, Year One - Fiscal Year Digital Plan"? Or is it a list of requested items that should be included in the Year One FY Digital Plan which will be compiled into plan format using the elements of 2.3.a.2 a-d? If it is an example, it does not appear to have items a-d in 2.3.A.2.

A.218: Exhibit A is a reference piece to assist Bidders with their proposals.

Q.219: Exhibit A.1: Can you clarify the term "Mobile Cashing"?

A.219: See answer to Question 211.

Q.220: How will agency financials inform selection?

- Is there a minimum agency size you are looking for in a successful bidder?

A.220: The financials will be used to ensure the Bidder is financially viable. The Commission does not have a minimum requirement with regard to sufficient size. Bidders will be evaluated based on their proposal response.

Q.221: What demonstrates a sufficient size of the organization to be qualified?

A.221: The Commission does not have a minimum requirement with regard to sufficient size. Bidders will be evaluated based on their proposal response.

Q.222: How will MWBE status of the primary bidder inform the selection criteria?

A.222: MWBE utilization is only scored with regard to Question 8 of the Diversity Practices. Otherwise, the SDVOB and MWBE programs are goal-based with a required demonstration of good faith efforts.

Q.223: How will MWBE status of the joint bidder to the primary inform the selection criteria?

A.223: See answer to question 222.

Q.224: How many other agencies are bidding on this engagement?

A.224: The Commission is not privy to this information prior to its receipt of proposals.

Q.225: How important is experience in running and managing Lottery programs of different states to awarding the work?

A.225: The Commission will evaluate each Bidder's experience and capabilities and weigh each accordingly.

Q.226: Is the incumbent bidding on this work as well?

A.226: The Commission is not privy to this information prior to proposal receipt.

Q.227: Is the intention that the "Second Chance and Rewards Center" digital experience mentioned in Exhibit A will be just maintained, augmented with new features as described in the Exhibit, or newly created by the Successful Bidder?

A.227: The Second-Chance and Rewards Center in Exhibit A outlines some of the Commission's desired features of a new Digital Player Engagement solution. See Section 2.3 (DD) of the RFP.

Q.228: Will the Successful Bidder contract with Acquia and pass costs through to the Lottery, or is the agreement in place directly between the Lottery and Acquia?

A.228: The Commission directly contracts with Acquia.

Q.229: What are the current costs of monthly maintenance/contracts for Geo Location, Digital Scheduler, and hosting/crisis management?

A.229:

- **Geo-location - \$8,000 per quarter (this fee scales based on usage)**
- **Digital Scheduler - \$125,000 per year**
- **PWA Maintenance, Hosting & Crisis Management – \$39,252.50 per quarter**
- **Mobile App, SSO and System Maintenance - \$149,250 per quarter**

Q.230: How does your digital AOR collaborate with your traditional (TV/print/outdoor/DM) agencies?

A.230: The Commission does not currently utilize a "digital AOR."

Q.231: Can you share the 3 top pain points of your digital marketing today (e.g., low engagement, lack of customer insights and/or not cost effective?)

A.231: Lack of Consumer Insights, Ease of Updating and Customer Service.

Q.232: Does the entire team working on the account need to be located in New York State?
a. Are remote employees acceptable?

A.232: See answer to Question 34.

Q.233: Are there any notable dates or desired rollouts to be aware of?
a. Any major marketing pushes?

A.233: This will be determined with the Successful Bidder.

Q.234: What are the primary Metrics/KPI's for tracking this engagement? Growing brand, driving Revenue, technology adoption, Retailer satisfaction, customer satisfaction, etc and how will they be measured across channels?
a. Marketing
b. Currently Technologies (apps, internal services, PWA)
c. Innovation

A.234: Acquisition, Conversion, Engagement, Player Retention, App Downloads and Redemption Rate. KPIs are subject to change based upon the project or initiative.

Q.235: How is engineering quality measured? (static analysis; coding standards; etc.)?

A.235: Currently, coding standards.

Q.236: Are there any governance or regulatory considerations we should be aware of while working on this project?

**A.236: Please review NYS Gaming Commission Statutes and Rules at: <https://www.gaming.ny.gov/>
Also, ITS Policies: <https://its.ny.gov/tables/technologypolicyindex>**

Q.237: What ADA compliance level will be required for the digital experience?

A.237: Please refer to the ADA, as well as ITS policies located here: <https://its.ny.gov/tables/technologypolicyindex>

Q.238: What are some metrics that you and your team are consistently tracking that you are hoping to improve with this engagement?

A.238: Acquisition, Conversion, Engagement, Player Retention, App Downloads and Redemption Rate.

Q.239: Are there any events or times of year where these metrics fluctuate?
a. Why and when?

A.239: Metrics fluctuate depending on the initiative.

Q.240: If you had to summarize the vision for this engagement in a few sentences what would it be?

A.240: The Successful Bidder shall be a proactive strategic partner to the Commission in the development, evolution and execution of Lottery digital marketing programs, focusing on advancement, innovation, technology-driven solutions, player engagement, and drive to retail efforts. The Successful Bidder shall be committed to the same goals and objectives as the Lottery and shall create and execute programs that deliver on those goals and objectives.

Q.241: Is there any kind of innovation or product roadmap you can share with us?

A.241: This will be defined with the Successful Bidder.

Q.242: Is there an openness/need to consolidate current mobile apps?

A.242: Yes.

Q.243: How do you see new innovations creating momentum among current customers?

a. Future customers?

A.243: Innovations will provide current customers additional and relevant ways to engage with the Lottery brand. New innovations will be attractive to future customers.

Q.244: How has the lotto industry changed in the last few years?

A.244: The Commission will share market insights with the Successful Bidder as appropriate.

Q.245: Is there anything interesting happening globally in the industry that you've observed?

A.245: The Commission will share market insights with the Successful Bidder as appropriate.

Q.246: Has covid changed the industry?

a. If so how?

b. Do you foresee these changes being long-term?

A.246:

a. Yes. Digital tools that reduce human interaction have become a priority. Consumer and retailer demands related to virtual and digital solutions have increased rapidly.

b. Yes.

Q.247: Is there any unique customer data you can share with us?

a. Location

- b. Avg spend
- c. Digital engagement/apps
- d. Retention
- e. Preferred games/best sellers

A.247:

- a. Location is proportionate to population.
- b. Depends on games played and frequency of play.
- c. Use depends on type of user.
- d. Retention rates vary by asset.
- e. Instant tickets account for 55% of sales and draw games account for 45% of sales.

Q.248: Is this engagement meant to go after new markets, growing current ones, or both?

- a. Would you weigh them differently?

A.248: The Successful Bidder shall be a proactive strategic partner to the Commission in the development, evolution and execution of Lottery digital marketing programs, focusing on advancement, innovation, technology-driven solutions, player engagement, and drive to retail efforts. The Successful Bidder shall be committed to the same goals and objectives as the Lottery and shall create and execute programs that deliver on those goals and objectives.

Q.249: Can you describe current customer segments?

A.249: Consumer segment information will be provided to the Successful Bidder as part of the planning process.

Q.250: Are certain segments more profitable?

A.250: Consumer segment information will be provided to the Successful Bidder as part of the planning process.

Q.251: How would you like to see NY Lotto push boundaries of what's currently in the market?

A.251: The Commission is seeking relevant and innovative engagement solutions that align with business goals and objectives.

Q.252: How do you think future customers, current customers view NY Lotto?

A.252: The Commission has consumer perceptions of the Lottery brand which will be explored with the Successful Bidder.

Q.253: Outside of winning money, are there any other motivators you can point to for customers to engage with NY lotto?

A.253: Lottery products, when played responsibly, represent an entertainment option for customers.

Q.254: Are there any wish list innovations or technologies NY lotto would like to see created?

A.254: The Commission is seeking relevant and innovative engagement solutions that align with business goals and objectives.

Q.255: Is there competition?

- a. If so, who is it?

A.255: The New York Lottery competes for the discretionary entertainment expenditures of consumers.

Q.256: What do you think the current biggest pain points are with your customer experience?

- a. Retail
- b. Digital

A.256:

- a. **Retail - Providing timely information to lottery retailers.**
- b. **Digital – Providing a relevant platform for a changing demographic and market.**

Q.257: What are some things you do very well in terms of servicing customers?

A.257: The Commission will review customer relations with the Successful Bidder.

Q.258: What are some things you don't do so well in terms of servicing customers?

A.258: The Commission will review customer relations with the Successful Bidder.

Q.259: Are there any unique challenges you face in terms of interacting with retailers?

A.259: Leveraging technology solutions to provide retailer solutions.

Q.260: What are the biggest retail challenges?

A.260: Providing timely information to lottery retailers.

Q.261: Are there any unique incentives you provide retailers?

A.261: No.

Q.262: Is your current marketing geared for both customers and retailers?

- a. Can you describe each?

A.262: The Commission develops marketing materials for consumers and retailers. Consumer marketing is primarily focused on product and promotions and retailer marketing is focused on information, including training and sales methods.

Q.263: Is there a specific goal to grow the amount of new retailers, as well as new customers?

A.263: The Commission continuously evaluates consumer behaviors and the retail landscape and establishes goals accordingly.

Q.264: What is the most important communication channel currently? Why?

A.264: There is no single most important communication channel. Communication channels are used to achieve established goals and objectives.

Q.265: Can you list all your communication channels?

a. Can you provide a % of where most traffic to retailers comes from?

A.265: Digital communication channels are: Digital Marketing, Social Media, Website, Mobile Apps, Email Marketing.

a. **The Commission requires clarification of this question.**

Q.266: Are there certain communication lapses you can point to in your marketing?

a. Acquisition

b. Retention

A.266: Retention.

Q.267: What does your retention strategy look like?

a. Channels you use to communicate and frequency?

A.267: Retention strategies are a part of each mobile app with reengagement opportunities on a 30-day, 60-day and 120-day basis. Email marketing, push notifications and digital advertising are used currently.

Q.268: What would you want customers to know that they may not know?

A.268: Marketing strategies will be discussed with the Successful Bidder.

Q.269: What does current content look like?

a. Can you provide brand guidelines?

A.269: Brand guidelines will be provided to the Successful Bidder. Visit nylottery.ny.gov to see current content.

Q.270: Are there any lotteries across the country doing something you'd like to emulate?

A.270: This will be explored with the Successful Bidder

Q.271: Can you explain your process for testing your marketing communications?

A.271: Qualitative research is used when marketing communications are tested.

Q.272: What does your current development process look like?

A.272: The Commission's development process aligns with the scope of the initiative. There is not a singular development process.

Q.273: How agile is your current marketing process?

a. How quickly can you adjust a campaign, targeting?

A.273: Traditional marketing programs do not employ agile methodology. A general advertising campaign timeline is 6-9 months from inception to launch. Digital effort timing depends on the level of complexity.

Q.274: What are some of the biggest marketing challenges?

A.274: Providing relevant digital marketing solutions to consumers and leveraging technology to support brick-and-mortar lottery sales agents (retailers).

Q.275: What was the most successful marketing campaign you've ever done?

A.275: The Commission's Division of Lottery has had many successful campaigns over the years and is looking for a digital marketing partner who can strengthen the Lottery's potential to engage consumers.

Q.276: How much does social media play a role in your marketing strategy?

A.276: Social media is an integral part of the Commission's marketing strategy through the Division of Lottery.

Q.277: What are the strategy differences between paid, organic and social?

A.277: Differences between paid, organic and social depend on an initiative's established goals and objectives.

Q.278: Can you describe your customer lifecycle?

A.278: No. The Commission does not have customer lifecycle information.

Q.279: Do you have a loyalty program?

A.279: No.

Q.280: Are you delivering any kind of customer personalization today?

a. Through marketing?

b. Through technology?

A.280: Customers have the ability to personalize certain views within the mobile app. This is an area that is growing and there is interest in expanding.

Q.281: What is motivating this review?

A.281: See answer to Questions 35 and 36.

Q.282: Is there something specific that your current agency is not providing that you are looking for your new agency to provide?

A.282: See answer to Questions 35 and 36.

Q.283: Of your total current marketing budget, could you provide an estimated breakdown allocation of media, production, agency fee, etc.?

A.283: The Commission's last full fiscal year (FY2019-2020) for the Division of Lottery's advertising and promotions allocation is below:

Advertising & Promotions Plan Fiscal Year 2019-2020	Actual Cost Incurred as of March 31, 2020
Draw Games	
Cash4Life Daily Campaign / July 2019 - September 2019	\$7,646,903
Powerball Rockin' New Years / Summer/Fall 2019 (PB/MM)	\$1,510,571
Collect 'N Win Seasonal / October 1, 2019 - January 12, 2020	\$3,935,972
Quick Draw Bonus Thursdays / April 2019	\$40,438
Numbers & Win 4 Booster Ball & Collect N' Win / April 2019	\$124,076
Scratch Games	
Cashword Scratch Games / April 2019 - June 2019	\$6,679,623
Extended Play Digital Promotion / April 2019 - February 2020	\$1,295,610
Black Titanium Scratch Game / September 2019 - October 2019	\$6,804,804
\$600 Cash / September 5, 2019 - September 28, 2019	\$407,216
Seasonal Scratch Games / November 2019 - December 2019	\$6,799,936
Make My Series Scratch Games / January 2020 - February 2020	\$9,187,225
Black Titanium Scratch Game / March 2020 - April 2020	\$5,230,697
Hit Series Scratch Games / April 2020	\$0
Digital Marketing (Website, Mobile Apps, Social, Engagement)	\$3,229,011
Retail Advertising & Support	\$2,316,687
Annual Initiatives	\$16,722,365
Agency Fees	\$12,556,179
Total Advertising Expense	\$84,487,312

Q.284: How do you currently utilize data and analytics to drive insights to prove and improve the customer experience?

A.284: The Commission uses existing data and analytics to form insights, often leveraging vendor partners to conduct analytics and provide insights. Insights are used to shift direction and tactics and drive future strategy.

Q.285: Do you have any data on how customers view their current experience? Do you have data you could share on what motivates them and what are barriers for them?

A.285: The Commission does not have customer experience data. Motivations and barriers vary depending on customer expectations, experience and games offered. No specific data exists for that.

Q.286: Could you provide insights into your target(s)?

A.286: Consumer segment information will be provided to the Successful Bidder as part of the planning process.

Q.287: Are there new targets or target segments that you are looking to attract?

A.287: Consumer segment information will be provided to the Successful Bidder as part of the planning process.

Q.288: Are you currently doing any SEO or SEM activities? If so, can you share approximately (percentage-wise) how much of your total media budget is spent on SEO/SEM?

A.288: The Commission is conducting SEO and SEM activities and spends approximately 2-3% of the media budget for these services. SEO and SEM activities are not a requirement of this RFP. Current SEO and SEM budget for FY20-21 is \$2M.

Q.289: Approximately what percentage of your efforts/budget are spent within the retail environment (as opposed to in the digital space)?

A.289: The percentage of budget spent on digital as opposed to retail depends on the goals and objectives of each effort. Dollars allocated to digital efforts have increased each year.

Q.290: Could you provide a brief description of how you see the digital AOR agency interacting with your ATL agency?

A.290: The Successful Bidder's Account Management Team will collaborate with the Commission, assigned project teams and third-party vendors under the direction of the Commission to achieve defined outcomes for the Lottery. The Account Management Team will be responsible for establishing regular communications across the Commission, assigned project teams and third-party vendors to ensure shared understanding and seamless integration of digital marketing initiatives.

Q.291: Is the incumbent agency bidding on this project?

A.291: The Commission is not privy to this information prior to its receipt of proposals.

Q.292: Does this RFP include rewriting the apps and PWA? Will we be given access to the current code?

A.292: The mobile app will require rewriting. The PWA code will be given to the Successful Bidder.

Q.293: Can you share who is the current provider of geo-location services?

A.293: Current geo-location (i.e., map on PWA) is through Google. Additional geo-location services are used through ad partners for specific reach.

Q.294: Who is responsible for responding to the support email in the app?

A.294: The Commission.

Q.295: Are there any particular challenges or issues you face with the existing mobile apps and PWA?

A.295: These will be explored with the Successful Bidder.

Q.296: Do you have a third-party push provider integrated into the apps? Will they remain in place or will the winning agency need to source a new one?

A.296: The Successful Bidder will need to source.

Q.297: Do you have accessibility guidelines defined for the native apps (or are they similar to the guidelines that you have shared for the websites)?

**A.297: Please refer to ITS policies located here:
<https://its.ny.gov/tables/technologypolicyindex>**

Q.298: Are you able to provide a brief breakdown of your analytics and tracking platforms/implementation? Will the incoming team be able to review the historical setup?

A.298: This will be provided to the Successful Bidder.

Q.299: What kind of platforms or data guidelines are in place regulating targeting and tracking activities?

A.299: Guidelines will be provided to the Successful Bidder.

Q.300: What are key KPIs/business goals of success for program? Could you share what short-term success looks like? Long-term success?

A.300: KPIs depend on each program's specific objectives. Short and long-term success factors to develop fiscal year and strategic plans will be explored with the Successful Bidder.

Q.301: What do you think is working and/or not working in the current consumer experiences?

A.301: This will be explored with the Successful Bidder.

Q.302: How has the COVID shutdown impacted your business and ways of working?

A.302: Consumer and retailer demands related to virtual and digital solutions have increased rapidly.

Q.303: What is the anticipated transition timeline from the current AOR?

A.303: As part of your proposal, please indicate how much time you estimate will be needed to transition by asset. The Commission will work with the Successful Bidder to fine-tune the onboarding process.

Q.304: Can documentation be shared pertaining to any of the builds, infrastructure, system setup, etc.?

A.304: This documentation will be provided to the Successful Bidder.

Q.305: Could you share sitemaps of the current sites that are part of this RFP?

A.305: The Commission does not have a shareable version of current sitemaps. Please see the Lottery website (nylottery.ny.gov) and RFP exhibits.

Q.306: Approximately, how much customer specific information is stored (# of data fields)?

A.306: It depends on the program. The current player database holds 6 data fields. Details will be provided to the Successful Bidder.

Q.307: What is the localization process like for new content, if applicable?

A.307: N/A

Q.308: Is localization done in conjunction with a third-party or by the AOR/development group?

A.308: N/A

Q.309: How many languages are there for localization?

A.309: Language assistance services information is provided through New York State Office of Information Technology for the PWA in the six most common non-English languages spoken in New York State, per Executive Order 26, as updated here: <https://www.ny.gov/language-access-policy>.

Q.310: Can you share any current site analytics?

A.310: See Exhibit L – WEB Traffic Reports.

Q.311: What are the requirements (if any) for a continuous integration and deployment methodology setup? (Sites & mobile apps)

A.311: The Commission does not have a standard integration and deployment and methodology setup.

Q.312: Are there any technologies (emerging or otherwise) you are interested in utilizing?

A.312: The Commission is seeking relevant and innovative engagement solutions that align with business goals and objectives.

Q.313: The RFP mentioned hosting and references physical servers. Can you outline your existing infrastructure?

A.313: Existing infrastructure information will be provided to the Successful Bidder.

Q.314: Are all of the applications hosted in the cloud (e.g. AWS, Azure, etc.)?

A.314: AWS

Q.315: Do you expect the vendor to hold cloud/hosting contracts (AWS, Acquia, etc.) or would you be comfortable with NY State Lottery owning all subscriptions and having the vendor manage the environments therein?

A.315: The Commission holds the contract with Acquia. The Successful Bidder will be required to own additional subscriptions as needed.

Q.316: Is there any specific customer behavior you are hoping to change?

A.316: This will be explored with the Successful Bidder.

Q.317: What are some of the key challenges you are facing as a business? What are key challenges your customers are facing?

A.317: Relevant and innovative engagement solutions are challenges that apply to the business and to customers.

Q.318: Where do you hope to be by 2022?

A.318: This will be explored with the Successful Bidder.

Q.319: What are all of the channels currently being used to communicate? Which do we have the ability to impact?

A.319: Digital channels are Digital Marketing, Social Media, Website, Mobile Apps, Email Marketing. As one of the Commission's strategic partners, the Successful Bidder will have the ability to impact all of the digital channels.

Q.320: Which channels have had the largest impact?

A.320: There is no single channel with the largest impact. Communication channels are determined to achieve established goals and objectives.

Q.321: Where do you see spikes in engagement? What do you think is working really well right now?

A.321: Spikes in engagement happen in periods of high jackpots, holidays, and launches of new games and advertising campaigns. Website activity is steady with over 5 million page views per week.

Q.322: Do you have an expectation or a precedent for the number of video production shoots/executions that would be done per year?

A.322: These services are not part of this RFP.

Q.323: Can you share who will be performing the media planning and purchasing?

A.323: The Commission's current Agency of Record for Lottery media planning and purchase is McCann-Erickson USA, Inc. The agency may change during the term of this RFP as a result of forthcoming procurement of these services.

Q.324: What do you consider to be best-in-class creative (both within and outside of your category)?

A.324: The Commission's Division of Lottery has had many successful campaigns over the years and is looking for a digital marketing partner who can strengthen the Lottery's potential to engage consumers.

Q.325: Will there be an opportunity to review and discuss (via a conference call) the legal and compliance aspects of the RFP?

A.325: The RFP process does not provide for conference calls or other such meetings. All questions must be submitted through the question and answer process pursuant to RFP Section 1.7 – Questions and Inquiries.

Q.326: Could you provide detail (and estimated timing) on where in the process you would review, discuss and finalize the MSA with participating agencies?

A.326: The Commission requires clarification of this question.

Q.327: Could you provide any insight into why the AOR and digital aspects of your business have been split into two RFPs/assignments?

A.327: The Commission is seeking a dedicated, digital partner to support growing digital demands.