



STATE OF DELAWARE  
Department of Finance/Lottery

03/11/2019

ISSUED BY: Judy Everett  
Security & Operations Administrator  
302-744-1640

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. FIN19001-PROFSVDRAW**  
**Professional Services for Lottery Drawings and Instant Ticket Destruction**

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## KEY CONTRACT INFORMATION

### 1. CONTRACT PERIOD

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Contractor's contract shall be valid for four years beginning March 1, 2019, and ending February 28, 2023. The contract may be renewed twice for one (1) year periods through negotiations between the Contractor and Delaware State Lottery (or "Agency"). Negotiations may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### 2. VENDORS

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Contractor Name:	Master, Sidlow & Associates, P.A.
Address:	750 Prides Crossing, Suite 100 Newark, DE 19713
Primary Contact Name:	Michael McCudden
Phone:	302--652-3480
Email:	MMcudden@mastersidlow.com
FSF Number:	55000

### 3. SHIPPING TERMS

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[Not applicable.]

### 4. CONTACT FOR SERVICES TO BE PROVIDED

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Judy Everett, Delaware State Lottery  
1575 McKee Rd., Suite 102, Dover, DE 19904

### 5. PRICING

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Prices will remain firm for the term of the contract year.

Observation by one of Contractor's professionals of 13 weekly drawings of PLAY 3 and PLAY 4 (daytime), PLAY 3 and PLAY 4 (nighttime), and Multi-Win LOTTO for 52 weeks. \$157,200.00 per year

Inventorying instant tickets and monitoring and observing the destruction of the instant tickets by one of Contractor's professionals. \$88.00 per hour

Observation by one of Contractor's professionals of 23 special drawings per year. \$88.00 per hour

## **ADDITIONAL TERMS AND CONDITIONS**

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### **6. BILLING**

**The successful Contractor is required to submit monthly invoices to the Delaware State Lottery's contact person (listed in paragraph 4 above) in sufficient detail to support the services provided during the previous month.**

### **7. PAYMENT**

The Delaware State Lottery will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The Contractor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **8. PRODUCT SUBSTITUTION**

[Not applicable.]

### **9. PAYMENT PROCEDURE**

The Contractor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing and additional fees, costs or conditions.

### **10. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number FIN19001-PROFSVDRAW on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

### **11. REQUIREMENTS**

Contractor's staff must report to the Delaware State Lottery's Office located at 1575 McKee Road, Suite 102, Dover, Delaware 19904 by 12:30 p.m. Monday through Saturday for the PLAY 3 and PLAY 4 daytime drawings and by 6:30 p.m. Monday through Sunday for the PLAY 3 and PLAY 4 nighttime drawings and the Multi-Win LOTTO drawings on Monday, Wednesday, and Fridays. Contractor will be involved in the draw process for approximately 1 hour for both the daytime and the nighttime draws if there are no problems.

Contractor shall provide Delaware State Lottery with an emergency list of Contractor's staff on duty, including cell phone numbers for staff members, so that Delaware State Lottery's drawing staff may promptly reach Contractor's staff.

Contractor shall provide for a staff member to be present at "special" drawings that Delaware State Lottery periodically conducts, which is an average of 23 special drawings per year. These drawings involve coupons, ticket entries, etc., and are held primarily at the Delaware State Lottery's main office in Dover, Delaware, but can and may be held at other locations throughout the state.

Delaware State Lottery schedules on a monthly basis the inventorying and destructions of physical instant tickets. Delaware State Lottery schedules the release of approximately four to five instant ticket games per month. Delaware State Lottery usually destroys the unsold portion of approximately fifty-two (52) instant games each year. While the length of time Contractor will be required to inventory and supervise

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destruction of unsold instant tickets will depend on the number of tickets, the average length of stay is 3-5 days per month. The number of unsold tickets to be inventoried and destroyed dictates the length of stay. An average length of stay is three to five (3-5) days per month.

Delaware State Lottery conducts instant ticket inventories and destructions at the Delaware State Lottery Office, 1575 McKee Road, Suite 102, Dover, Delaware 19904. Contractor must come to this location for these services.

For a complete list of contract specifications please refer to the original bid solicitation document(s).

**12. HOLD HARMLESS**

The Contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Contractor, its employees, and invitees on or about the premises and which arise out of the Contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE**

In the event the Contractor does not fulfill its obligations under the terms and conditions of the contract, the agency may suspend or terminate the contract in accordance with the terms set forth therein.

**14. FORCE MAJEURE**

Neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. In connection with Contractor's provision of the services, the Agency shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices of the contract.
- b. The Agency agrees that its officers and employees will cooperate with Contractor in the performance of services under the contract and will be available for consultation with Contractor at such reasonable times with advance notice so as not to conflict with their other responsibilities.
- c. The services performed by Contractor under the contract shall be subject to review for compliance with the terms of the contract by the Agency's designated representatives.
- d. The Agency shall furnish to or make available for examination or use by Contractor, without charge, as Contractor may request, any data which the Agency has available. Contractor shall return any original data provided by Delaware State Lottery.