



REQUEST FOR PROPOSALS

for

**PROFESSIONAL SERVICES FOR
MARKET RESEARCH SERVICES**

CONTRACT NUMBER: FIN19002-MKTRESEARC

July 30, 2019

Issued by

**THE DELAWARE LOTTERY
1575 McKee Rd, Suite 102
Dover, Delaware 19904**

STATE OF DELAWARE
DELAWARE LOTTERY

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
MARKET RESEARCH SERVICES**

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I. Overview

The State of Delaware, Delaware Lottery (“Delaware Lottery”) seeks professional services to conduct consumer and resident research to support lottery sales, products, and marketing efforts. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: July 31, 2019
Deadline for Questions	Date: August 15, 2019
Response to Questions Posted by:	Date: August 22, 2019
Deadline for Receipt of Proposals	Date: September 9, 2019 at 4:00 PM (E.D.T.)
Estimated Notification of Award	Date: October 2, 2019

Each proposal made by a Vendor must be accompanied by a transmittal letter that briefly summarizes the proposing company’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP that the Vendor may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

The State of Delaware, Delaware Lottery reserves the right to deny any exceptions taken by the Vendor to the RFP requirements.

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MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting has not been established for this RFP.

II. Scope of Services

The Successful Bidder will be required to perform a minimum of four (4) separate Assigned Research Studies during the two (2)-year base period of any contract resulting from this RFP. The scope of each individual Assigned Study is outlined in Appendix B of the RFP. The anticipated schedule of Assigned Studies is identified in Figure 1 below:

Contract Year	Assigned Studies – Approximate Interview Periods			
	Delaware Resident Study	Ticket Lottery Player Study	Delaware Resident Study	Ticket Lottery Player Study
Year 1	Oct -Nov 2019	March 2020		
Year 2			August – Sept 2020	February-March 2021

Figure 1.

A. Delaware Lottery Sales, Marketing and Product Portfolio

For Fiscal Year 2018, the Delaware Lottery had sales of \$1.213 billion with approximately 75% of sales from Instant Games and 25% from Drawing Games and the Sports Lottery. In FY 2019, the Delaware Lottery anticipates sales of \$1.282 billion, which includes a 6% YOY increase in Instant Game sales and a 4% increase in Drawing Games and the Sports Lottery.

B. Current Delaware Lottery Distribution and Promotion

The Delaware Lottery offers on a statewide basis Drawing Games, Sports Lottery games, and Instant Games through a current retail network of approximately 650 outlets. These outlets are comprised of 62% gas/convenience stores, 5% convenience stores only, 11% supermarkets and food stores, 12% liquor stores, and the remaining 10% through various retail outlets such as newsstands, tobacco stores, and drug stores. Of these outlets, 50% are chain-related outlets, and 50% are independently owned and operated.

The Delaware Lottery provides all outlets with extensive retail display programs, including equipment (Lottery terminals, consumer-facing display screens, ticket validation checkers, vending machines in selected locations) as well as permanent and promotional display materials.

C. Overview of Scope of Work – Market Research Services

The Delaware Lottery seeks full service and specialized research vendors who can consult with it to develop project objectives; identify and carry out the appropriate methodology or methodologies to address those objectives; analyze data; and develop and report on insights

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in a compelling way to stakeholders at all levels of the organization. Anticipated services may involve the following methods:

- Online quantitative studies (i.e., surveys);
- Online qualitative studies (e.g., focus groups, bulletin boards, communities, diaries/journals, etc.);
- Telephone surveys;
- In-person qualitative (e.g., focus groups, in-depth interviews, executive interviews, observational research, etc.);
- In-person quantitative (i.e., intercept surveys);
- Eye-tracking or other type of biometric research;
- Multilingual or multicultural studies;
- Multiphase studies; and
- Multimodal (e.g., phone, online, in-person, or all of these methods).

The requested marketing research services must include, but will not necessarily be limited to, the following:

- Corporate image/lottery perceptions, values, objections, expectations, and overall opinion;
- Brand image and awareness as they relate to other well-known Delaware Lottery games;
- Game awareness, both aided and unaided;
- Game participation, including by price point within appropriate categories;
- Game crossplay, recency, frequency and spend;
- Messaging awareness and affinity:
 - Winner awareness;
 - Advertising awareness; and
 - In-store awareness;
 - Beneficiary awareness (where the money goes);
- Overall and specific lottery game playership;
- Frequency of play and purchase habits;
- Gaming behaviors and attitudes;
- Awareness of Play Responsibly logos;
- Retail environment (monitors, POS);
- Players' Club membership; and
- Demographics of game players.

The requested marketing research services also must include the following:

- Questionnaire development and maintenance;
- Programming and data collection;
- Analysis of marketing research results;
- An executive PowerPoint summary of select key metrics such as awareness;
- A comprehensive executive PowerPoint;
- Data tables/crosstabs; and
- Web-based executive PowerPoint presentation.

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III. Required Information

Vendors must provide the following information in their proposals in the order listed below. Failure to respond to any request for information within this RFP may result in rejection of the Vendor's proposal at the sole discretion of the Delaware Lottery.

A. Minimum Requirements

1. All Vendors must provide the Delaware Lottery with a copy of its Delaware license(s) and any certification(s) necessary to perform the marketing research services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor either must provide to the Delaware Lottery proof of its State of Delaware business licensure or initiate the process of application where required. In addition, the successful Vendor must provide the Delaware Lottery with a certified copy of a certificate of good standing that has been issued by the State of Delaware, Division of Corporations and that is dated within 30 days of the date of the Vendor's proposal.

2. All Vendors must provide responses to the RFP scope of work and clearly identify capabilities as presented in the General Evaluation Requirements set forth below.
3. All Vendors must complete all appropriate attachments and forms as identified within this RFP.
4. Prior to the start of the contract period, the Vendor must provide the Delaware Lottery proof of insurance that includes the types of insurance coverage and the liability coverage amounts for each type of insurance coverage as identified in the bid solicitation, Section V, Item 8, subsection g (insurance).
5. All Vendors must provide in its proposal the expected questionnaire length, proposed sampling size, annual cost for the scope of work outlined in Section II, and a sample PowerPoint presentation to show the bidding Vendor's skills at providing marketing research services.
6. All Vendors must list on Attachment 5 at least three (3) business references that consist of current or previous customers of similar scope and value. Vendors must include the business name, mailing address, contact name and phone number, number of years doing business with the business reference, and the type of work performed. Personal references cannot be considered. The Delaware Lottery may contact the business references that the Vendor lists to obtain information about the bidder's services.
7. All Vendors must state in detail any experiences during the last five (5) years in which the bidding Vendor has provided event consultation or professional services.
8. All Vendors must state whether they have had a contract terminated for any reason during the last five (5) years. If so, submit full details of the contract termination, including the other party's name, address, and telephone number.

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9. All Vendors must state in detail any instances in the last five (5) years in which the bidding Vendor has been sued in a suit that involved the provision of professional services.
10. All Vendors must state whether the bidding Vendor is currently involved in any pending litigation. If so, submit a general description of the circumstances.
11. All Vendors must provide the resumes of all key personnel who will be involved in providing to the Delaware Lottery the services specified in this RFP.

B. General Business Information

1. Founding Date. When did the Vendor open its main office?
2. Current Ownership. Who are the current owners of the Vendor?
3. Team leadership. Provide a short biography of the Vendor's team members that you propose would manage the Delaware Lottery account and describe their current roles and their prior experience.
4. Parent Company/Affiliation. Provide a list of all of the subsidiaries and affiliates of the Vendor and the parent company of the Vendor (if any).
5. Provide the address of the Vendor's Delaware office location, if applicable, and the number of local employees.
6. Briefly describe the history and current mission of the Vendor's company.
7. Describe any unique features of the Vendor's company and any distinctions between the Vendor's company and its competitors.
8. Please list any strategic partners, if any, that the Vendor has.
9. Describe the Vendor's environmental practices that are in place for sustainability.

C. Current Account Information

1. Current Clients. List all current clients that the Vendor manages, including their brands, products, and services. Rank the Vendor's clients by their size, indicate the services that the Vendor provides to each of them, list the dates the Vendor acquired their accounts, and, if possible, state the approximate budget ranges for each client.
2. Account Gains. Of the accounts that the Vendor has acquired within the past two years, please comment on why the Vendor was chosen to service these new accounts.
3. Account Losses. Of the accounts lost in the past two years, explain why any of the Vendor's accounts left or were resigned.

D. Services Provided

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1. Agency Services. List the various services offered by the Vendor and the number of full time employees dedicated to each department.
2. Other Specialized Services. List any other specialized services the Vendor offers to its clients.

E. Price Proposal

1. Separately Sealed Price Proposal

The bidding Vendors are required to submit their price proposal in a separately sealed envelope. The outside of the envelope must be clearly identified as such. Each price envelope must include a submittal letter signed by an individual authorized to obligate the bidder to the bid as stated.

2. Format of Price Submission

The bidding Vendors must submit pricing in the following format:

Contract Year One:

A. Delaware Resident Study \$ _____

B. Lottery Player Study \$ _____

Contract Year Two:

A. Delaware Resident Study \$ _____

B. Lottery Player Study \$ _____

C. Total Proposal Cost \$ _____

F. General Evaluation Requirements

1. Experience and reputation of the Vendor;
2. Expertise for marketing research services;
3. Cost proposal; and
4. Skills of the Vendor's personnel

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware's Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

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3. Assistance to Vendors with a Disability

Vendors with a disability may receive an accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP Designated Contact no later than ten (10) days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP must be made in writing to the Delaware Lottery. Address all communications to the person listed below. Communications made to other State of Delaware personnel or any attempts to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the Vendor. Vendors should rely only on written statements issued by the RFP Designated Contact.

Barbara Miller, Assistant Director – Sales & Marketing
Delaware State Lottery
McKee Business Park
1575 McKee Road, Suite 102
Dover, DE 19904
barbara.miller@delaware.gov

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The Delaware Lottery may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the Vendors' responses. Vendors may not contact the Delaware Lottery's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact regarding this RFP with Delaware Lottery or any other State of Delaware employees other than the RFP Designated Contact is expressly prohibited without prior consent. Vendors directly contacting the Delaware Lottery or any other State of Delaware employees risk having their RFP response eliminated from further consideration. Exceptions exist only for organizations currently doing business in the State of Delaware who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity (including subcontractors) that is currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to this RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a Vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

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- b. Has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under state or federal antitrust statutes;
- d. Has violated contract provisions such as:
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; or
- f. Has violated any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a state contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a proposal, each Vendor will be deemed to have acknowledged that it has carefully read all sections of this RFP, including all forms, schedules, and exhibits, and has fully informed itself as to all existing conditions and limitations.

2. RFP Proposals

To be considered, all proposals must be submitted in writing and must respond to all of the items outlined in this RFP. The Delaware Lottery reserves the right to reject any non-responsive or non-conforming proposal. Each proposal must be submitted with four (4) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the proposal.

All properly sealed and marked proposals must be sent to the Delaware Lottery and received no later than **4:00 PM (E.D.T.) on September 9, 2019**. The proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), U.S. Mail, or by hand delivery to:

Barbara Miller, Assistant Director – Sales & Marketing
Delaware State Lottery
McKee Business Park
1575 McKee Road, Suite 102
Dover, DE 19904

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. FIN19002-MKTRESEARC” on the outside of the bid submission package.

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Any proposal received after the Deadline for Receipt of Proposals date will not be considered and will be returned unopened. The proposing Vendor bears the risk of delays in delivery and any costs for returned proposals. The contents of any proposal will not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Vendor proposals, each Vendor will be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument, or document will in no way relieve Vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments, or modifications to a Vendor proposal must be made in writing, submitted in the same manner as the original proposal, and conspicuously labeled as a change, amendment, or modification to a previously submitted proposal. Changes, amendments, or modifications to proposals will not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The Delaware Lottery will not pay any costs incurred by any Vendor associated with any aspect to responding to this solicitation, including proposal preparation, printing or delivery, attendance at Vendor's conference, system demonstrations, or negotiation process.

5. Proposal Expiration Date

Prices quoted in a Vendor's proposal will remain fixed and binding on the bidding Vendor for six (6) months. The Delaware Lottery reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, Vendors must submit proposals in sealed envelopes. Once received, the Delaware Lottery will mark on the envelopes the proposal title, the Vendor's name, and the time and date of the opening of each Vendor's proposal. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the Delaware Lottery will date and time stamp each proposal upon receipt.

7. Proposal Opening

The Delaware Lottery will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals, but the Delaware Lottery will keep a log of the names of the Vendors that submitted proposals in response to this RFP. The contents of any proposal will not be disclosed in accordance with Executive Order No. 31 and Title 29, Delaware Code, Chapter 100.

8. Non-Conforming Proposals

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Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality will reside solely within the discretion of the Delaware Lottery.

9. Concise Proposals

The Delaware Lottery discourages overly lengthy and costly proposals. Vendors should prepare proposals in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The Delaware Lottery's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

The Delaware Lottery expects that Vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the submitted proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs, including the impact of inflation and any economic or other factors that are reasonably predictable.

The Delaware Lottery will bear no responsibility or increased obligation for a Vendor's failure to estimate accurately the costs or resources required to meet the obligations defined in its submitted proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of a Vendor's proposal will be treated as confidential during the evaluation process. As such, Vendor proposals will not be available for review by anyone other than the Delaware Lottery's Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract, unless such disclosure is required by law or by order of a court of competent jurisdiction.

The Delaware Lottery, the State of Delaware, and the State's constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 *Del. C.* § 10001, *et seq.* ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the Delaware Lottery and a decision on a contract award is made, the content of selected and non-selected Vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a Vendor feels that it cannot submit its proposal without including confidential business information, it must adhere to the following procedure or its proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the Vendor's confidential business information may be lost.

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To allow the Delaware Lottery to assess its ability to protect a Vendor's confidential business information, Vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendors may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not a "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the Delaware Lottery will open the envelope to determine whether the procedure described above has been followed. A Vendor's allegation as to its confidential business information will not be binding on the Delaware Lottery. The Delaware Lottery will determine independently the validity of any Vendor's designation as set forth in this section. Any Vendor submitting a proposal or using the procedures discussed here expressly accepts the Delaware Lottery's absolute right and duty to assess independently the legal and factual validity of any information designated as confidential business information. Accordingly, Vendors assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors are advised that as a publicly bid contract, no Vendor will retain the right to declare its pricing to be confidential business information.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "prime contractor." The "prime contractor" must be the joint venture's contact point for the Delaware Lottery and be responsible for the joint venture's performance under the contract, including all project management as well as legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal may not be subcontracted without prior written approval by the Delaware Lottery, and approval of a request to subcontract will not in any way relieve the Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, the Vendor will be and remain liable for all damages to the Delaware Lottery caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, proposal pages are to be duplicated for each Vendor.

a. Primary Vendor

The Delaware Lottery expects to negotiate and contract with only one "prime vendor." The Delaware Lottery will not accept any proposals that reflect an equal

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teaming arrangement or from Vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP will specify that the prime vendor is solely responsible for fulfillment of any contract with the Delaware Lottery from this procurement. The Delaware Lottery will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section will prohibit the Delaware Lottery from the full exercise of its options under Section IV.B.17 regarding multiple source contracting.

b. Sub-contracting

The Vendor selected will be solely responsible for contractual performance and management of all subcontract relationships. The resulting contract from this RFP, if any, will allow subcontracting assignments; however, Vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by the Delaware Lottery.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

14. Discrepancies and Omissions

The Vendor is fully responsible for the completeness and accuracy of its proposal and for examining this RFP and all addenda. Failure to do so will be at the sole risk of the Vendor. If the Vendor finds discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, the Vendor must notify the Delaware Lottery's Designated Contact Person in writing of such findings at least ten (10) days before the opening of the proposals. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of a Vendor's proposal upon which an award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact Person in writing at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The Delaware Lottery will allow written requests for clarification of this RFP. All questions must be received no later than July 15, 2019. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of July 23, 2019. Vendor names will be

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removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically must be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. Delaware Lottery's Right to Reject Proposals

The Delaware Lottery reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they are in the Delaware Lottery's specifications or in a Vendor's response); to sit and act as sole judge of the merit and qualifications of the services offered; or to solicit new proposals on the same project or on a modified project, which may include portions of the originally proposed project, as the Delaware Lottery may deem necessary in the best interest of the State of Delaware.

16. Delaware Lottery's Right to Cancel Solicitation

The Delaware Lottery reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Delaware Lottery makes no commitments, either expressly or implicitly, that this process will result in a business transaction with any Vendor.

This RFP does not constitute an offer by the Delaware Lottery. Vendor's participation in this process may result in the Delaware Lottery selecting your organization to engage in further discussions and negotiations with a view towards execution of a contract. The commencement of such negotiations does not signify, however, a commitment by the Delaware Lottery to execute a contract or to continue negotiations. The Delaware Lottery may terminate negotiations at any time and for any reason, or for no reason.

17. Delaware Lottery's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, the Delaware Lottery may award a contract for a particular professional service to two or more Vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Potential Contract Overlap

Vendors are advised that the State of Delaware, at its sole discretion, will retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or

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lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Supplemental Solicitation

The Delaware Lottery reserves the right to advertise a supplemental solicitation during the term of any resulting contract if deemed in the best interest of the State.

21. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request; provided, however, that both its proposal and its request are received by the Delaware Lottery prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the Delaware Lottery at the proposal submission deadline. All proposals received are considered firm offers at that time.

22. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The Delaware Lottery is not bound by any statement related to this RFP that is made by any State of Delaware employee, contractor, or its agents.

23. Exceptions to the RFP

Any exceptions to this RFP, or the Delaware Lottery's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

24. Award of Contract

The final award of a contract is subject to approval by the Delaware Lottery. The Delaware Lottery has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a Vendor of the acceptance of its proposal by the Delaware Lottery and the subsequent full execution of a written contract will constitute a contract. No Vendor will acquire any legal or equitable rights or privileges until the occurrence of both of such events.

a. RFP Award Notifications

After the evaluation committee reviews and reports its recommendation, and once the contract terms and conditions have been finalized, the Delaware Lottery will award the contract.

The contract will be awarded to the Vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in this RFP.

The Delaware Lottery is not obligated to award the contract to the Vendor who submits the lowest bid or to the Vendor who receives the highest total point score. Instead, the contract will be awarded to the Vendor whose proposal is the most

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advantageous to the Delaware Lottery. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning Vendor will be invited to negotiate a contract with the Delaware Lottery. Remaining Vendors will be notified in writing of their selection status.

26. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative are welcome to submit the cooperative pricing for this solicitation. **The Delaware Lottery terms will take precedence.**

C. RFP Evaluation Process

An evaluation team composed of representatives of the Delaware Lottery will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor the highest scoring proposal will necessarily be selected.

The Delaware Lottery reserves full discretion to determine the competence and responsibility, professionally, and financially, of Vendors. Vendors are to provide in a timely manner any and all information that the Delaware Lottery may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team will be comprised of representatives of the State of Delaware. The Team shall determine which Vendors meet the minimum requirements pursuant to selection criteria of this RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more Vendors during the same period and may terminate, at its discretion, negotiations with any or all Vendors. The Team shall make a recommendation regarding the award to the Delaware Lottery Director, who will have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982(b), to award a contract to the successful Vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team will assign up to the maximum number of points for each Evaluation Item to each of the proposing Vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals will contain the essential information on which the award decision will be made. The information required to be submitted in response to this RFP has been determined by the Delaware Lottery to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP must be met to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.

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- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986 and Section IV.B.13.

Criteria Weight

All proposals will be evaluated using the same criteria and scoring process. The Evaluation Team will use the following criteria to evaluate proposals:

Criteria	Weight
The qualifications and experience of the personnel that the Vendor will assign to the project; capacity to meet requirements	30
The management, experience, and reputation of the Vendor; the expertise of marketing research services, especially for state lotteries; familiarity working with State agencies	40
The Vendor's cost proposal for the services	30
Total	100%

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a Vendor's capabilities, so the responding Vendor should be as detailed in its proposal responses as possible.

3. Proposal Clarification

The Evaluation Team may contact any Vendor to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the Vendor, whether or not included in the Vendor's reference list, and use such information in the evaluation process. Additionally, the Delaware Lottery may choose to visit any of Vendor's offices, which may or may not include Vendor personnel. If the Vendor is involved in such site visits, the Delaware Lottery will pay travel costs only for State of Delaware personnel for these visits.

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5. Oral Presentations

After initial scoring and a determination that a Vendor or Vendors are qualified to perform the required services, selected Vendors may be invited to make oral presentations to the Evaluation Team. All Vendors selected will be given an opportunity to present to the Evaluation Team.

The selected Vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their services, and respond to questions about the solution capabilities.

The Vendor representatives attending the oral presentation must be technically qualified to respond to questions related to the proposal and its details. All of the Vendor's costs associated with participation in oral discussions and service demonstrations conducted for the Delaware Lottery are the Vendor's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with *29 Del. C. ch. 69*, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. General Information

- a.** The term of the contract between the successful bidder and the State will be for two (2) years with two optional extensions, at the complete discretion of the Delaware Lottery, for a period of two (2) years for each extension.
- b.** The selected Vendor will be required to enter into a written agreement with the Delaware Lottery. The Delaware Lottery reserves the right to incorporate standard State of Delaware contractual provisions into any contract negotiated from a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the Delaware Lottery. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
- c.** The selected Vendor or Vendors will be expected to enter negotiations with the Delaware Lottery, which will result in a formal contract between parties. Procurement will be in accordance with a subsequent contracted agreement. This

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RFP and the selected Vendor's response to this RFP will be incorporated as part of any formal contract.

- d. Within twenty (20) days after the award of the contract, the successful Vendor must execute promptly a contract that incorporates the terms of this RFP. No Vendor is to begin to provide any services prior to the receipt of a State of Delaware purchase order signed by an authorized representative of the Delaware Lottery, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order will serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful Vendor.
- e. If the Vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Vendor. Such Vendor must fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- f. The Delaware Lottery reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- g. Vendors are not restricted from offering lower pricing at any time during the contract term.

4. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor will be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

5. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or

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understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the Delaware Lottery will have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with Delaware Lottery or other State of Delaware employees, contractors or agents concerning this RFP must be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

6. Solicitation of State Employees

Until contract award, Vendors shall not, directly or indirectly, solicit any employee of the Delaware Lottery to leave its employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the Delaware Lottery's contracting officer. Solicitation of Delaware Lottery employees by a Vendor may result in rejection of the Vendor's proposal.

This subsection does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

7. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another. Nothing herein will be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

b. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health

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coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

c. Licenses and Permits

In performance of the contract, the Vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required to perform the contract will be borne by the successful Vendor. The Vendor must be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful Vendor must either furnish the Delaware Lottery with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to the State of Delaware required under the contract must be sent by registered mail to:

Vernon A. Kirk, Director
Delaware State Lottery
McKee Business Park
1575 McKee Road, Suite 102
Dover, DE 19904

e. Indemnification

1. General Indemnification

By submitting a proposal, the proposing Vendor agrees that if it is awarded a contract, it will indemnify and otherwise hold harmless the Delaware Lottery and the State of Delaware, their agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

Vendor must warrant that all elements of its services, including all equipment, software, documentation, and deliverables, do not and will not infringe upon or

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violate any patent, copyright, trade secret or other proprietary rights of any third party. If any claim, suit or action by any third party arises against the Delaware Lottery, the Delaware Lottery must promptly notify the Vendor in writing. Vendor shall defend such claim, suit or action at its expense. Vendor also shall indemnify the Delaware Lottery against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

- a. Procure the right for the Delaware Lottery to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the Delaware Lottery agrees to and accepts in writing.

f. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the Vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - b. Commercial General Liability = \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - c. The successful Vendor also must carry at least one of the following depending on the scope of work being delivered.

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- i. Medical/Professional Liability = \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions = \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability = \$1,000,000 per occurrence/\$3,000,000 aggregate
- 3. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.
 - a. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.
 - b. Automotive Property Damage (to others) = \$25,000
- 4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).
- 5. The Delaware Lottery shall not be named as an additional insured.
- 6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- g. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal and state laws, and county and local ordinances, regulations and codes.
- h. Bid Bond**

There is no bid bond requirement.
- i. Performance Bond**

There is no Performance Bond requirement.
- j. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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If there is a serious emergency, pandemic or disaster outside the control of the Delaware Lottery, the Delaware Lottery may negotiate, as may be authorized by law, emergency performance from the selected Vendor to address the immediate needs of the State, even if not contemplated under the original contract or procurement. Payments are subject to appropriation and other payment terms.

k. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of acceptance. The warranty shall require the Vendor to correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the Delaware Lottery's requirements.

l. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the Delaware Lottery. The proposal costs shall include full compensation for all taxes that the selected Vendor is required to pay.

The Delaware Lottery will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The Delaware Lottery may require holdback of contract monies (as much as 25%) until Vendor demonstrates acceptable performance.

m. Liquidated Damages

The Delaware Lottery may include in the final contract liquidated damages provisions for non-performance.

n. Dispute Resolution

At the option of, and in the manner prescribed by the, Delaware Lottery the parties shall attempt in good faith to resolve any dispute arising out of or relating to the contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of the contract. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the Delaware Lottery elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to the contract shall be submitted to mediation by a mediator selected by the Delaware Lottery. If the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Delaware Lottery's Director, for final and binding arbitration. The Delaware Lottery reserves the right to proceed directly to arbitration or litigation without negotiation or

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mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

o. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the Delaware Lottery.

1. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under the contract, or if the Vendor violates any of the covenants, agreements, or stipulations of the contract, the Delaware Lottery shall have the right to terminate the contract by giving written notice of termination to the Vendor and specifying the effective date thereof. A written notice of termination must be given at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under the contract shall become, at the option of the Delaware Lottery, its property. The Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Delaware Lottery.

On receipt of the contract cancellation notice from the Delaware Lottery, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the Delaware Lottery provides a written acceptance of the vendor response. If the Delaware Lottery does accept the Vendor's method and/or action plan to correct the identified deficiencies, the Delaware Lottery will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the Delaware Lottery's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the Delaware Lottery may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The Delaware lottery may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the Delaware Lottery, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the Delaware Lottery.

3. Termination for Funding-out

Except as otherwise explicitly stated in the contract, payments to Vendor will be payable from the spending authority for contractual services granted to the Delaware Lottery by the Delaware General Assembly. If the General Assembly

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withdraws such authority, the contract will become null and void. In no event (other than as stated above) will the contract constitute or create a general or special obligation, debt, liability, or moral obligation of the Delaware Lottery or the State of Delaware, or any municipality, political subdivision, or governmental unit thereof, or give rise to a pecuniary liability of the Delaware Lottery or the State of Delaware, or any municipality, political subdivision, or governmental unit thereof, nor shall the general credit or taxing power of the State of Delaware, or any municipality, political subdivision, or governmental unit, be pledged therefor.

p. Non-discrimination

In performing the services subject to this RFP, the Vendor, as set forth in Title 19 Delaware Code Chapter 7 section 711, agrees that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful Vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

q. Covenant against Contingent Fees

The successful Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for securing business. For breach or violation of this warranty, the Delaware Lottery will have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

r. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

s. Vendor Responsibility

The Delaware Lottery will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP, whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Delaware Lottery.

t. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.

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2. All of the equipment and services required hereunder must be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work must be fully qualified and must be authorized under state and local law to perform such services.
3. None of the equipment and/or services covered by the contract may be subcontracted without the prior written approval of the Delaware Lottery. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the Delaware Lottery.

u. Fair Background Check Practices

Pursuant to 29 Del. C. § 6909B, the Delaware Lottery does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. §711(g) for applicable established provisions.

v. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, must be required to complete background checks on employees serving the State on premises contracts. Unless otherwise directed, at a minimum, this will include a check of the following registry: Delaware Sex Offender Central Registry at <https://sexoffender.dsp.delaware.gov/>.

Individuals that are listed in the registry will be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor believes its employee's service does not represent a conflict with this requirement, the Vendor may apply for a waiver to the primary agency listed in the RFP. The Delaware Lottery's decision to allow or deny access to any individual identified on a registry database is final and at the Delaware Lottery's sole discretion.

By request of the Delaware Lottery, the Vendors must provide a list of all employees serving an awarded contract and certify adherence to the background check requirement. Individuals found in the central registry in violation of the terms stated will be prevented immediately from returning to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearances, depending on the nature of the services to be provided or locations accessed, but any other requirements will be stated in the contract scope of work or be a matter of common law. The Vendors are responsible for the background check requirements of any authorized subcontractor that provides services to the Delaware Lottery's contract.

w. Work Product

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All materials and products developed under the executed contract by the Vendor are the sole and exclusive property of the Delaware Lottery. The Vendor must seek written permission to use any product created under the contract.

x. Contract Documents

The RFP, the purchase order, the executed contract, and any supplemental documents between the Delaware Lottery and the successful Vendor will constitute the contract between the Delaware Lottery and the Vendor. If there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, the Delaware Lottery's RFP, Vendor's response to the RFP, and purchase order. No other documents will be considered. These documents will constitute the entire agreement between the Delaware Lottery and the Vendor.

y. Applicable Law

The laws of the State of Delaware will apply, except where federal law has precedence. The successful Vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state, and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. the programs, services, and activities provided to the general public under any resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the Delaware Lottery reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor must keep itself fully informed of and must observe and comply with all applicable existing federal and state laws, and county and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

z. Severability

If any term or provision of the contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of the agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

aa. Assignment of Antitrust Claims

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As consideration for the award and execution of the contract by the Delaware Lottery, the Vendor grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

bb. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

cc. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

dd. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to the contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the Delaware Lottery and the State of Delaware, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official state representative in the performance of their duties under the contract. Upon notice given to the Vendor, representatives of the State or other duly authorized state or federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to the contract. The cost of any contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to the contract cost or cost pools indirectly charging contract costs.

ee. IRS 1075 Publication (If Applicable)

Performance

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In performance of the contract, the Vendor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the Vendor or its responsible employees.

The Vendor and its employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any federal tax returns or federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of the contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the Vendor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under the contract will be subcontracted without prior written approval of the IRS.

The Vendor will maintain a list of employees who have authorized access. Such list will be provided to the Delaware Lottery and, upon request, to the IRS reviewing office.

The Delaware Lottery will have the right to void the contract if the Vendor fails to provide the safeguards described above.

Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by 26 U.S.C. §§ 7213 and 7431 and set forth at 26 CFR § 301.6103(n)-1.

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Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by 26 U.S.C. §§ 7213A and 7431 and set forth at 26 CFR § 301.6103(n)-1.

Additionally, it is incumbent upon the Vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552a. Specifically, 5 U.S.C. § 552a(i)(1), which is made applicable to contractors by 5 U.S.C. § 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a vendor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Vendors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Vendors must be advised of the provisions of 26 U.S.C. §§ 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection

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The IRS and the Delaware Lottery, with 24 hours' notice, shall have the right to send its inspectors into the offices and plants of the Vendor to inspect facilities and operations performing any work with FTI under the contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Vendor is found to be noncompliant with contract safeguards.

ff. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The Delaware Lottery reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the Delaware Lottery.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work is being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, state and federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Delaware Lottery.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the Delaware Lottery.
9. **Billing** – The successful Vendor is required to "Bill as Shipped" to the respective ordering agency(s). The Delaware Lottery shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The Delaware Lottery reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The Delaware

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Lottery will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

11. **W-9** - The State of Delaware requires completion of the Delaware Substitute Form W-9 through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to Vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
12. **Purchase Orders** – State agencies that are part of the First State Financial (FSF) system are required to identify the contract number FIN19002-MKTRESEARC on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
13. **Purchase Card** – The Delaware Lottery intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
14. **Additional Terms and Conditions** – The Delaware Lottery reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The Delaware Lottery reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the Delaware Lottery with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the Delaware Lottery.

The Delaware Lottery will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions; however, the Vendor shall not use the State’s seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of the Vendor’s proposal.

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3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. Attachments

The following attachments and appendixes will be considered part of the RFP:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – OMITTED
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – OMITTED
- Attachment 11 – OMITTED
- Appendix A – Minimum Response Requirements
- Appendix B – Assigned Research Studies

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting by awarded Vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering the contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to the Delaware Lottery, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend.” Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

AGENCIES MAY NOT REMOVE SUBCONTRACTING 2ND TIER REPORTS – Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorusage@delaware.gov on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during

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the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. FIN19002-MKTRESEARC

Contract Title: MARKETRESEARCH
SERVICES

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

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Attachment 2

CONTRACT NO.: FIN19002-MKTRESEARC **CONTRACT TITLE:** MARKET RESEARCH SERVICES
DEADLINE TO RESPOND: Sept 9, 2019 at 4:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, THE DELAWARE LOTTERY

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, THE DELAWARE LOTTERY.

COMPANY NAME _____ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No FIN19002-MKTRESEARC
Contract Title: MARKET RESEARCH SERVICES

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1. Contact Name & Title: Business Name: Address: Email: Phone # / Fax #: Current Vendor (YES or NO): Years Associated & Type of Work Performed:	

2. Contact Name & Title: Business Name: Address: Email: Phone # / Fax #: Current Vendor (YES or NO): Years Associated & Type of Work Performed:	

3. Contact Name & Title: Business Name: Address: Email: Phone # / Fax #: Current Vendor (YES or NO): Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. FIN19002-MKTRESEARC	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

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Attachment 7
[OMITTED]

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required		Requested detail								
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorousage@delaware.gov

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Attachment 9

**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@delaware.gov
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

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Attachment 10

[OMITTED]

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Attachment 11

BOND HAS BEEN WAIVED

[OMITTED]

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Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each Vendor proposal should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the RFP.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. **Four (4)** paper copies of the Vendor's proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. **One (1)** electronic copy of the Vendor's proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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Appendix B – ASSIGNED RESEARCH STUDIES

1. Anticipated Schedule and Frequency of Assigned Studies

The DSL anticipates conducting the following Assigned Research Studies according to the following schedule. The DSL may adjust this schedule or increase the frequency and number of Assigned Studies at its sole discretion.

Assigned Studies – Approximate Interview Periods				
Contract Year	Delaware Resident Study	Ticket Lottery Player Study	Delaware Resident Study	Ticket Lottery Player Study
Year 1	Oct -Nov 2019	March 2020		
Year 2			August – Sept 2020	February-March 2021

Figure 1.

Over the two (2)-year base term of any contract resulting from this RFP, and during any contract extensions, the Successful Bidder will be required to provide all services related to conducting the Assigned Research Studies and reporting the results of the Assigned Research Studies to the DSL. The required services provided by the Successful Bidder will include, but not be limited to:

- A. Development and execution of Assigned Research Studies as identified in Figure 1 and as defined in RFP Appendix B, Assigned Research Studies
- B. Presentation of the results of all Assigned Research Studies to the Lottery Director and designee(s) of the Lottery Director at the Lottery’s offices in Dover, Delaware as defined in RFP Appendix B
- C. Delivery of electronic and bound paper reports, including summary reports and detail reports, representing the results of Assigned Research Studies as defined in RFP Appendix B
- D. Development and provision of ad hoc reports and presentations from existing study data showing various interpretations of the results of any executed Assigned Research Studies as requested by the Lottery Director or designees of the Lottery Director
- E. Development and maintenance of, and updates to, a database, or databases, containing historical data records from existing lottery research for incorporation into presentations and reports to show analyses of various trends in all Assigned Research Studies.
- F. Provision of expert consultation and informed guidance in applying the results of Assigned Research Studies to emerging organizational projects and business activities
- G. Attendance at periodic planning and status review meetings at the Delaware Lottery Office

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2. Individual Assigned Studies – Definition and Scope

A. Delaware Resident Study

In its anticipated format, the Delaware Resident Study will measure baseline attitudes, behaviors, and preferences of both lottery player and non-lottery player adult residents of the State of Delaware. The objectives and the majority of the questions will remain constant from study to study. In each future execution of a Delaware Resident Study, the Lottery may require the Successful Bidder to modify the previous questionnaire to include new questions addressing topics that have emerged in the Lottery business environment.

- i. Develop questionnaire in consultation with DSL staff at DSL offices in Dover, Delaware.
- ii. Develop random, representative sample of the adult population of the State of Delaware by county and gender within county.
- iii. Process and refine the resulting data, including open-ended questions, if any.
- iv. Generate statistical cross tabulations that present the result totals for the study.
- v. Generate statistical cross tabulations that present the study results broken out by key segmenting variables.
- vi. Provide electronic files to the DSL containing cross tabulations in Microsoft Excel or similar editable format.
- vii. Analyze the results and provide draft summary report(s) in “presentation style” electronic and printed formats representing the key findings of the study.
- viii. Present the draft summary report(s) to DSL staff at DSL Offices in Dover, Delaware.
- ix. Modify the representations of data in the summary reports(s) according to input from DSL staff.
- x. Re-publish and deliver final versions of report(s) as appropriate in both electronic and printed formats.

B. Ticket Lottery Player Study

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In its anticipated format, the Ticket Lottery Player Study will measure Ticket Lottery player satisfaction and relative importance levels for customer service, promotional, and experiential attributes of Lottery Ticket games purchased at licensed Lottery retailers within the State of Delaware. While it is anticipated that the objectives and research topics will change little from study to study, the DSL may require the Successful Bidder to develop new questionnaires for future studies that address topics that have emerged in the Lottery business environment.

- i. Develop questionnaire in consultation with DSL staff at DSL offices in Dover, Delaware.
 - a) Questionnaire may contain 3 or 4 open-ended questions
- ii. Develop random, representative sample of the adult population of the State of Delaware by county and gender within county.
- iii. Re-publish and deliver final versions of report(s) as appropriate in both electronic and printed formats.