



**RFP: C202103 – New York Lottery Strategic Digital Marketing Partner**

**BIDDER ACKNOWLEDGEMENT OF ADDENDUM**

Amendment Number: Two

Date Issued: March 29, 2021

Summary:

**1. Schedule of Events**

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

<b>Schedule of Events</b>	
The following dates are established for informational and planning purposes. The Commission reserves the right to adjust this schedule, in its sole discretion.	
<b>Event</b>	<b>Date</b>
RFP Release Date	February 9, 2021
Round One Written Questions Due 3:00 pm EDT	February 18, 2021
Round One Commission Answers Issued	March 5, 2021
Round Two Written Questions Due 3:00 pm EDT	March 16, 2021
Round Two Commission Answers Issued	March 29, 2021
Confidentiality and Non-Disclosure Agreement Due 3:00 pm EDT	April 7, 2021
Proposal Due Date 3:00 pm EDT	April 14, 2021
Contract Start Date	Upon OSC Approval

**2. The Commission hereby amends Section 2.3 (E.1), Competitive Bidding Requirements, as follows:**

**COMPETITIVE BIDDING PURCHASING REQUIREMENT** – As part of the monthly account fee, the Successful Bidder shall bid any services, technologies, and/or commodities not directly provided by the Successful Bidder as indicated in the WP, and required to fulfill the requirements in each fiscal year digital marketing plan.

1. **Competitive Bids** - For all procurements ~~in excess~~ of \$50,000 ~~and more~~, the Successful Bidder shall obtain at least three (3) competitive written bids from qualified vendors.

**3. The Commission hereby amends the first paragraph of Section 6.17 (F), Technology Provisions, as follows.**

The Successful Bidder shall comply with applicable federal and New York State (state) law and regulations regarding dissemination of personal, private and sensitive data. In the event that it becomes necessary for the Successful Bidder to receive “Confidential Information” as defined within section ~~4~~ 8 of the Contract, which federal or state law prohibits from disclosure, the Successful Bidder hereby agrees to return or destroy all such Confidential Information that has been received from the Commission when the purpose that necessitated its receipt by the Successful Bidder has been completed. In addition, the Successful Bidder agrees not to retain any Confidential Information which federal or state law prohibits from disclosure after termination of the Contract. Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, the Successful Bidder agrees to extend the protections of the Contract for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that Confidential Information. If the Successful Bidder, with agreement from the Commission, elects to destroy Confidential Information, it shall use reasonable efforts to achieve the same and notify the Commission accordingly. The Successful Bidder agrees that it shall use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which federal or state law prohibits from disclosure.

**4. The Commission hereby supplies an optional alternate Notary Acknowledgement form to Appendix B for use by LLCs. The alternate form is attached hereto.**

**5. The Commission hereby amends Appendix P to include additional language in the first section. The revised Appendix P is attached hereto.**

**6. The Commission hereby amends Appendix R to reflect the removal of the Fidelity Bond requirement. The revised Appendix R is attached hereto.**

**7. The Commission hereby provides the “SDVOB 100” form, attached hereto.**

**8. In response to question #432, Exhibit M – Acquia DevOps, is hereby added to the RFP and attached hereto.**

**9. Questions and answers are attached.**

*Please note: All other requirements and conditions remain as indicated in the RFP and Amendment One.*

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

FIRM NAME: \_\_\_\_\_

REPRESENTATIVE SIGNATURE: \_\_\_\_\_

**New York Lottery Strategic Digital Marketing Partner  
Question and Answer Summary  
Issued: March 29, 2021**

**General**

Q.328: Is there a metric with the scoring calculus that provides additional points for the primary bidder is in/out of state?

**A.328: No.**

Q.329: Are we allowed to be subcontractors or have subcontractors?

**A.329: The Successful Bidder may not, itself, be a subcontractor, but may engage subcontractors, as approved by the Commission. Please refer to RFP Section 6.10 “Subcontract Approval”.**

Q.330: We are certified by city but not state, is that okay? If so, is there any certain document that we might need to file/provide?

**A.330: Presuming that the Question is referencing certified MWBE and/or SDVOB services, only New York State Certified MWBE and SDVOB firms may be applied toward the specific goals. The Commission’s MWBE and SDVOB Compliance Officer can work with firms to attain State Certification.**

Q.331: Unfortunately, we are having challenges finding an appropriate partner in New York. Is the state offering any kind of matching service? That is, could we be introduced to an in-state agency that has strength in digital strategy/creative, but weakness in the technology area?

A.331: The State does not have a matching service. The Commission’s MWBE and SDVOB Compliance Officer can assist with search efforts. Please email [Michele.June@gaming.ny.gov](mailto:Michele.June@gaming.ny.gov) for assistance. The respective directories are available at the following links:

<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

<https://online.ogs.ny.gov/SDVOB/search>

Q.332: Can you further define ID Verification and requirements?

**A.332: Please refer to Exhibit B – NYL SSO Welcome Guide. Additional requirements will be provided to the Successful Bidder.**

Q.333: What’s included in geo-location services and expectations?

**A.333: Geo-location is currently utilized through Lottery digital properties to determine location for marketing purposes. The Commission anticipates**

**expansion of geo-location services as technology evolves and programs expand that require engagement within state borders.**

Q.334: What data security and privacy requirements are expected as part of the scope?

**A.334: The Successful Bidder must adhere to all New York State Office of Information Technology Services (ITS) policies. ITS policies can be found here: <https://its.ny.gov/tables/technologypolicyindex>.**

Q.335: Does New York State Lottery have a data ethics code? Are there any guidelines or principles currently followed?

**A.335: See answer to Question 334.**

Q.336: Is there an expectation that social listening is included in the scope? Or is it handled by your PR team?

**A.336: These services are not part of this RFP.**

Q.337: How often are current marketing research results shared and reported out? How is ongoing marketing research being used?

**A.337: Marketing research is objectives-based and reported out as needed to achieve goals and objectives.**

Q.338: What is the role of the onsite Digital Marketing Manager? Will this person act as Product Owner or Product Strategist? Or should we define the role to meet the needs of the engagement?

**A.338: See answer to Question 104, Amendment One.**

Q.339: There is an expectation that we will develop marketing strategies, but it is unclear if we would deploy them. Should we assume that any tactical development would be managed as Project fees?

**A.339: Projects not identified within the fees for ongoing services shall require a project proposal including cost estimate. Costs must be consistent with the rate card for labor performed plus any cost of any additional goods or services acquired pursuant to the competitive bidding purchasing requirement. Please see RFP Section 2.3(G), "Scoping & Requirements".**

Q.340: Can you provide a map of which (MWBE and other) vendors participate in the technology aspects of the platform as well as their roles and contract expiration dates?

**A.340: Rose Digital provides website, app, and API services pursuant to a contract that is scheduled to expire in 2021.**

Q.341: Can you provide a full architecture diagram of all used technology solutions and the overall data flow?

**A.341: Please refer to RFP Exhibits B, C, D, G, and H. This information will be provided to Bidders who submit the Confidentiality and Non-Disclosure Agreement. Full architecture will be shared with the Successful Bidder.**

Q.342: Which of your systems/processes is currently utilizing the identity verification services from your two vendors?

**A.342: Identity verification services are utilized to access certain services and programs on mobile apps, including, but not limited to, second-chance entry, coupon distribution, and ticket scanning. Identity verification services will be added to the Lottery website in the next month. Additional systems and programs may be added over the duration of this Contract.**

Q.343: What is the breakdown of the \$2.2M search and social budget?

**A.343: These services are not part of this RFP.**

Q.344: Related to creation of social media content, how much coordination happens and is expected between the digital agency and brand agency? Does the brand agency play any role in campaigns, promotions or content?

**A.344: Social media content creation, posting, monitoring, and strategy are not part of this RFP. The Commission's Advertising Agency for the Lottery is responsible for the development of creative strategy and content for integrated advertising campaigns, promotions, and social media.**

Q.345: Are there established brand guidelines or playbook that social and digital content must follow?

**A.345: Yes. The social and digital playbook is currently being revised and will be provided to the Successful Bidder.**

Q.346: Will the digital partner be charged with creating/assessing an overall social media strategy? When was the last time the social media strategy (platform use, purpose/roles and approach) updated? How frequently is it revisited?

**A.346: Social media content creation, posting, monitoring, and strategy are not part of this RFP. The Commission's Advertising Agency for the Lottery is responsible for the development of creative strategy and content for integrated advertising campaigns, promotions, and social media.**

Q.347: Is there a current, established expectation for volume of content on various social channels? How much of it (%) stems from larger brand campaign creative vs social only initiatives?

**A.347: Social media content creation, posting, monitoring, and strategy are not part of this RFP. The Commission's Advertising Agency for the Lottery is responsible for the development of creative strategy and content for integrated advertising campaigns, promotions, and social media.**

Q.348: How does the approval process operate for ongoing content (social, email, web)?

**A.348: Web and email content approvals must be approved by the Commission prior to release. Social media content creation, posting, monitoring, and strategy are not part of this RFP. The Commission's Advertising Agency for the Lottery is responsible for the development of creative strategy and content for integrated advertising campaigns, promotions, and social media.**

Q.349: Which partner manages paid/promotional social media – media agency or digital agency? Does digital agency have any portion of media budget to support digital affairs?

**A.349: Paid/promotional social media and digital media services are not part of this RFP. The Commission's Advertising Agency for the Lottery is responsible for managing paid/promotional social media.**

Q.350: If the media agency manages paid social, to what extent does that partner inform volume of content?

**A.350: Social media content creation, posting, monitoring, and strategy are not part of this RFP. The Commission's Advertising Agency for the Lottery is responsible for the development of creative strategy and content for integrated advertising campaigns, promotions, and social media.**

Q.351: Do you/will you work from an integrated content strategy that covers digital and non-digital touchpoints? Which partner drives that?

**A.351: Yes. The Commission uses an integrated content strategy that includes digital and non-digital touchpoints as required to achieve goals and objectives. The Commission drives content strategy with agency partners. See answer to Question 344.**

Q.352: Will social agency cover community management? If so, does this responsibility include customer service in addition to managing brand and promotional interaction? Does the NY Lottery have expectations for response times? Are there existing triage, FAQ and other response materials developed?

**A.352: Community management is not part of this RFP. The Successful Bidder will be responsible for technical customer service support for existing digital properties in partnership with Commission personnel. Expectations for response times are within 12 hours of inquiry, including weekends. There are existing FAQ and approved responses that will be provided to the Successful Bidder.**

Q.353: Will social influencer partnerships fall under the responsibility of the digital agency?

**A.353: No. These services are not part of this RFP.**

Q.354: What is the current cadence of social media reporting? Does the NY Lottery deem the current level of social reporting sufficient?

**A.354: Social media content creation, posting, monitoring, and strategy are not part of this RFP. The Commission's Advertising Agency for the Lottery is responsible for the development of creative strategy and content for integrated advertising campaigns, promotions, and social media.**

Q.355: Historically, how much digital content is produced on a monthly basis?

**A.355: The Commission's Advertising Agency for the Lottery develops content for integrated advertising campaigns, including standard assets for web and mobile technology. Digital content developed by the Successful Bidder will depend on the number of digital projects that require content in any given month.**

Q.356: Are you planning to continue what you're doing now, or change it in some way? If change – increase volume and nature of the posts?

**A.356: Social media content creation, posting, monitoring, and strategy are not part of this RFP. The Commission's Advertising Agency for the Lottery is responsible for the development of creative strategy and content for integrated advertising campaigns, promotions, and social media.**

Q.357: What is the general process you follow for deciding on, developing, and reviewing content?

**A.357: Content is prioritized and then discussed with the Commission's agency partners in a collaborative format.**

Q.358: For the newsletters – consumer- and retailer-facing – can you share examples. Also, are you planning to continue this kind of newsletter approach?

**A.358: The Commission intends to continue this kind of newsletter approach. Content development for consumer-facing and retailer-facing newsletters will be discussed with the Commission's agency partners in a collaborative format with the Commission and the Successful Bidder.**

Q.359: Also, what is the general process you follow for deciding on, developing, and reviewing content?

**A.359: See answers to Questions 174, 351, 355 and 357.**

Q.360: At what percent are your web properties growing yearly due to SEO strategies implemented?

**A.360: The Commission does not have a year-over-year growth percentage report.**

Q.361: What percent of total web traffic is coming from organic search?

**A.361: As an example, for the week of March 5, 2021 – March 11, 2021 – 40% of web traffic came from searches; 60% of web traffic was direct.**

Q.362: What are current SEO strategies you have in place?

**A.362: SEO is not part of the RFP.**

Q.363: What are your SEO challenges?

**A.363: SEO is not part of the RFP.**

Q.364: What content topics are you interested to add to your web properties?

**A.364: Web content topics will be discussed with the Successful Bidder.**

Q.365: What software do you use to report on SEO implementations, organic visibility, content performance and growth?

**A.365: SEO is not part of the RFP.**

Q.366: Has a website speed optimization within the last 12 months?

**A.366: Presuming that the question intended to ask if a website speed optimization has been performed within the last 12 months, yes, it has.**

Q.367: What part of the SEO budget will go towards speed optimization and web performance?

**A.367: SEO is not part of the RFP and is not in the digital marketing budget. Website speed optimization and performance will be included in the digital marketing budget. See RFP Section 2.3(O)(9).**

Q.368: At what percent are your web properties growing yearly due to SEO strategies implemented?

**A.368: See answer to Question 360.**

Q.369: What percent of total web traffic is coming from organic search?

**A.369: See answer to Question 361.**

Q.370: What are current SEO strategies you have in place?

**A.370: SEO is not part of the RFP.**

Q.371: What are your SEO challenges?

**A.371: SEO is not part of the RFP.**

Q.372: What content topics are you interested to add to your web properties?

**A.372: See answer to Question 364.**

Q.373: What software do you use to report on SEO implementations, organic visibility, content performance and growth?

**A.373: SEO is not part of the RFP.**

Q.374: Has a website speed optimization within the last 12 months?

**A.374: See answer to Question 366.**

Q.375: What part of the SEO budget will go towards speed optimization and web performance?

**A.375: See answer to 367.**

Q.376: Do you currently recruit representative participants for UX research and panel/concept testing?

**A.376: Yes.**

Q.377: Are there any guidelines or restrictions on recruitment and incentivizing participants?

**A.377: Guidelines and restrictions will be discussed with the Successful Bidder.**

Q.378: Is there a preferred industry-standard scoring system for measuring the customer experience? For example, CSAT (Customer Satisfaction Score) or NPS (Net Promoter Score)

**A.378: The Commission prefers CSAT scores to measure customer experience.**

Q.379: Is there a preferred method for reviewing digital design mockups and assets when providing feedback and review prior to development? (For example, PDF, interactive prototypes, specific software tool, etc.?)

**A.379: Currently, the Commission preference is to receive wireframes and digital design mockups in PDF form. If animation is necessary, an accessible video file is required. Prototypes with functionality incorporated may be acceptable. Bidders may recommend tools or solutions to expedite the review process.**

Q.380: In addition to the website reporting and reporting elements outlined in the Reporting Dashboard, will there be any media campaign reporting requirements or is that handled by the media agency?

**A.380: Media campaign reporting is not part of this RFP.**

Q.381: Is it a requirement that the successful bidder assumes the existing Google Tag Manager contract?

**A.381: Yes. The Google Tag Manager/Google 360 contract will be assumed by the Successful Bidder.**

Q.382: Where is the data outlined in the Reporting Dashboard section on page 201 housed currently? How is it extracted and manipulated today?

**A.382: Currently, data is housed on multiple ITS and third-party platforms. Queries are run as needed through business intelligence tools such as Tableau, Query Management Facility and Google Analytics.**

Q.383: Can additional budget be secured for a data visualization/dashboard tool to fulfill the requirements outlined in the Reporting Dashboard section on page 201, or does budget for those resources need to fit within this scope?

**A. 383: The Dashboard and Tracking Tools referenced in RFP Section 2.3(Q) will require completion of Working Papers. See RFP Section 2.3(G). The first paragraph of Section 2.3(Q) is amended as follows:**

**Q. DASHBOARDS & TRACKING TOOLS – ~~As part of the monthly reporting fee,~~ The Successful Bidder shall provide a dashboard platform that shall be accessible by the Commission. The Successful Bidder and the Commission shall mutually agree to format and content. Dashboards shall provide data real-time ~~as determined by the Commission. The Successful Bidder shall adhere to 2.3.E Competitive Bidding Purchasing Requirement to obtain any elements of the dashboard and tracking tool efforts not directly provided by the Successful Bidder.~~**

- 1. Digital Marketing Billing Report** – On the 15th of each month, the Successful Bidder shall provide to the Commission a digital marketing billing report that summarizes all approved project billing, associated project invoice schedule, payments received, and remaining amounts to be paid as outlined in the project's Working Papers. Completed projects shall remain on the report with total amount paid and date the project closed.
- 2. Monthly Fee Report** – On the 15th of each month, the Successful Bidder shall provide to the Commission a monthly fee report that summarizes monthly fees by fee type for the previous calendar month, and cumulatively since the start of the Contract.
- 3. Contractor Staffing Reports** – On the 15th of each month, the Successful Bidder shall provide to the Commission a summary report of all hours worked on the Lottery account for the previous calendar month by position title and project.

Q.384: What are the challenges about your current email system that you would like to address or improve upon?

**A.384: None.**

Q.385: Do you have an internal email team that will work with the agency? If yes, can you describe that structure?

**A.385: No. The Commission does not have an internal email team.**

Q.386: What are the specific KPIs would you like to measure to identify your initiatives as successful?

**A.386: Initiative KPIs vary by property and program. KPIs that are used frequently include: conversion rate, acquisition, churn rate, redemption rate, engagement, and database registration.**

Q.387: Indicate the send volume (number of emails sent) per month currently

**A.387: Currently, the Commission sends a monthly newsletter to approximately 504,000 recipients. In collaboration with the Successful Bidder, the Commission intends to build a robust customer and lottery sales agent/retailer email program.**

Q.388: Indicate the types of Email campaigns you send today (e.g.,: Winning Numbers, Jackpot alerts)

**A.388: See answer to Question 387. Currently, the Commission does not send winning number or jackpot email alerts.**

Q.389: Indicate how you acquire new subscribers today

**A.389: New subscribers today are reached through advertising and social media tactics and acquired during the subscription registration process.**

Q.390: Comment on the level of personalization that corresponds to current campaigns

**A.390: Personalization is not utilized.**

Q.391: Are you currently sending emails in real time using an API call?

**A.391: No.**

Q.392: What is your current bounce rate?

**A.392: Current bounce rate is 15% for player emails. Sales agent/retailer emails have a higher bounce rate, exceeding 30%.**

Q.393: How do you currently handle unsubscribe requests?

**A.393: Unsubscribe requests are handled via an unsubscribe button in the footer of email marketing communications that are sent electronically to the database. Additionally, if a user contacts the Commission to unsubscribe, they can be manually removed.**

Q.394: What kind of personalization do you use in your campaigns? (ex: first name, age, etc)

**A.394: See answer to Question 390.**

Q.395: How many SMS users do you currently have?

**A.395: Current SMS user numbers are low in comparison with the number of people in the database. Increasing SMS user numbers is an area of interest for the Commission.**

Q.396: How many SMS messages are currently sent per month?

**A.396: Approximately 100,000 – this number is subject to change depending on acquisition strategy agreed upon by the Successful Bidder and the Commission.**

Q.397: What type of SMS code do you need to configure?

- a) Short
- b) Long

**A.397: The Commission has used both, depending on the platform. The Commission has also used rich media SMS.**

Q.398: What kind of SMS messages are sent today?

**A.398: Jackpot alerts, ticket launch messaging, and second-chance related messaging.**

Q.399: What kind of SMS messages do you want to send?

**A.399: The Commission plans to continue the current messaging and enhance with additional campaign-related messaging.**

Q.400: What kind of personalization do you use in your campaigns? (ex: first name, age, etc)

**A.400: See answer to Question 394.**

Q.401: What is the database of record that will keep all the most up-to-date contact data? (ex: CRM, Marketing Cloud, External data warehouse?)

**A.401: The database lives separately from all systems and is accessed through a server.**

Q.402: Indicate the current number of subscribers.

**A.402: Currently, the database has over 500,000 subscribers. This number fluctuates daily.**

Q.403: Will the Contractor take over community engagement/management on the Commission's social media pages? Will the bidder be responsible for community management and social listening? If no, then who will be responsible? Ex:

- - Creating images, posts, content (i.e. Bidder)
- - Post to social Channel (i.e. McCann)
- - Response to user comments (i.e. McCann)

**A.403: Social media content creation, posting, monitoring, and strategy are not part of this RFP. The Commission's Advertising Agency for the Lottery is responsible for the development of creative strategy and content for integrated advertising campaigns, promotions, and social media.**

Q.404: Who will be delivering the videos for social media posts?

**A.404: Social media content creation, posting, monitoring, and strategy are not part of this RFP. The Commission's Advertising Agency for the Lottery is responsible for the development of creative strategy and content for integrated advertising campaigns, promotions, and social media.**

Q.405: What are the deliverables for each campaign? (i.e. homepage banner, social media post, etc.)

**A.405: Currently, a homepage banner is required for each campaign and additional pages may be required. The Commission expects digital deliverables to evolve and expand to align with consumer expectations. See answer to Question 174.**

Q.406: What is the IAM solution the State currently has implemented that would need SSO integration with?

**A.406: Currently the Commission utilizes ID Dataweb.**

Q.407: Can the implementation of the email campaign management/CRM solution be considered as part of project work?

**A.407: No. See RFP Section 2.3(CC).**

Q.408: Would the commission consider contracting directly with the CRM solution vendor similar to the way they contract with Acquia?

**A.408: No. See RFP Section 2.3(CC).**

Q.409: It will be very helpful if you can provide list of applications/technologies and tickets for each application separately. Can the commission please provide that list?

**A.409: The Commission does not understand this question.**

Q.410: Is the Commission amenable to additional materials beyond what's asked in the RFP?

**A.410: Bidders are not precluded from submitting additional information or materials to support their technical response, but depending on the nature of this information, it may or may not be included in the evaluation.**

Q.411: Is it safe to assume all customer identities in the context of this application will be IAL Level 1 identities as defined in NYS-S20-001 or will bidder be required to conduct a full identity requirements assessment for the customers per NYS-P20-001?

**A.411: Full identity requirements assessments for customers will be necessary. Successful Bidder will need to adhere to all ITS policies.**

Q.412: What is the approximate size and complexity of the existing web and mobile application?

**A.412: Please refer to RFP Exhibits: B, C, D, E, F, G, H and I. This information will be provided to Bidders who submit the Confidentiality and Non-Disclosure Agreement.**

Q.413: What is the current number of dynamic pages/ screens for the web and mobile app?

**A.413: Please refer to RFP Exhibits: B, C, D, E, F, G, H and I. This information will be provided to Bidders who submit the Confidentiality and Non-Disclosure Agreement.**

Q.414: How many user profiles does the web/mobile app have?

**A.414: Currently over 140,000 user profiles.**

Q.415: Is a System Security Plan compliance document required to be drafted and maintained as part of the system implementation and maintenance?

**A.415: Yes.**

Q.416: What are the current solutions that define API security? (as we would leverage APIs we would need to authenticate them against smth)

**A.416: Please refer to ITS policies:**

<https://its.ny.gov/tables/technologypolicyindex>.

Q.417: How SDLC/Containers security is achieved currently? (we need to understand existing controls over app.development processes)

**A.417: Please refer to ITS policies:** <https://its.ny.gov/tables/technologypolicyindex>.

Q.418: Is the Google Analytics dataset currently being replicated in Google Cloud Platform BigQuery?

**A.418: No.**

Q.419: What visualization tool is currently used for reporting dashboards?

**A.419: See answer to Question 382.**

Q.420: What platform is currently used to collect and aggregate app activity and behavioral data?

**A.420: Currently Google Analytics (Google 360) platform is utilized with tags implemented throughout the app.**

Q.421: Will the successful Bidder for the Strategic Digital Marketing Partner be restricted from bidding for the future 'Creative Marketing and Communication Services & Media Planning and Buying Services' contract due to OCI or other concerns?

**A.421: No.**

Q.422: Can you state what social media channels the Commission has a presence in currently that will be expected to maintain? Are there additional channels the Commission would like to create a future presence in that have been identified?

**A.422: Social media content creation, posting, monitoring, and strategy are not part of this RFP. The Commission's Advertising Agency for the Lottery is responsible for the development of creative strategy and content for integrated advertising campaigns, promotions, and social media.**

Q.423: Is the bidder expected and required to provide community management services for social channels, that is, manage all social media accounts and provide responses to posts and comments?

**A.423: Social media content creation, posting, monitoring, and strategy are not part of this RFP. The Commission’s Advertising Agency for the Lottery is responsible for the development of creative strategy and content for integrated advertising campaigns, promotions, and social media.**

Q.424: Beyond Website and App support and maintenance, does the Commission have in its roadmap an expectation to materially redesign or restructure any of its existing websites and apps? How should pricing considerations for efforts beyond support / maintenance be conveyed in our response?

**A.424: The Commission and Successful Bidder will develop a digital roadmap as part of strategic planning. See RFP Section 2.3(A). Such plan may include a material redesign or restructure of existing websites and apps. Pricing for efforts beyond support/maintenance shall be in accordance with the requirements set forth in RFP Section 2.3(G).**

#### **Questions related to Amendment 1 – Q&A Round 1**

Q.425. re: Q&A.3: In your response to Q.3. in Amendment One, it states that you prohibit all confidential data related to this RFP to be transmitted outside of the continental United States. What constitutes as confidential data as it relates to onshore and offshore resources?

**A.425: “Confidential Information” is explained in Section 8 of Appendix B – Contract and Attachment 2 – Confidentiality and Non-Disclosure Agreement.**

Q.426. re: Q&A.7: The original RFP stated that the commission launches a new product every 4-6 weeks; the Q&A states there are approximately 10 significant lottery marketing campaigns launched annually.

- Are campaigns typically launched across all active channels (stated in Q/A 7)?
- Can you describe the types of campaigns that have typically accompanied each launch, including extent of collateral, assets and materials that are created?

**A.426:**

- **Communication channels are used to achieve established goals and objectives and vary by campaign. Digital efforts are usually required to support integrated marketing campaigns.**
- **Types of campaigns will be discussed with the Successful Bidder. The Commission’s Advertising Agency for the Lottery develops content for integrated advertising campaigns, including standard assets on web and mobile platforms.**

Q.427. re: Q&A.9: Question/A9 says none of the \$20M will go to media, however, Question/A.32 states \$20 million is the maximum annual budget for digital marketing efforts through this contract. The FY2020-2021 digital budget is broken out, which includes both search and social. Is this paid or just managed?

**A427: Search and social are managed by the Commission's Advertising Agency for the Lottery and are not part of this RFP. Search and social will not be funded from the digital marketing budget. See answer to Question 35.**

Q.428. re: Q&A.14, Q&A.80, Q&A.105, & Q&A.202: The player experience measurement vendor and associated costs are referenced in several places in the Addendum; however, details vary for each Q&A response. Can the Commission confirm or clarify the following:

- Centralis is the player experience management vendor (Q&A #105)
- Current annual cost associated with Centralis is \$120K (Q&A #14)
- Contract term of player experience management vendor
- Services provided under current contract

**A.428: Centralis is the Commission's User Experience vendor partner for the Lottery. The annual cost budgeted is \$120K. Through the Centralis contract the Commission is able to receive website audit services and send prototypes for new features to be implemented. Prototypes are audited and the audit findings are reviewed before moving into production. The Centralis contract expired in February 2022.**

Q.429. re: Q&A.10: Lottery provides subscription services; Is the site for subscription (<https://www.mynylottery.org/portal/home.do>) one of the two public facing sites inherited by the bidder?

**A.429: No.**

Q.430. re: Q&A.22: The answer to question #22 mentions a management website. Would the Commission please provide more detail on the nature and purpose of this website and provide the website URL?

**A.430: The management website refers to an internal Lottery website for oversight of the database and SSO management. That URL will be shared with the Successful Bidder.**

Q.431. re: Q&A.22: Q22 states that the Successful bidder will inherit two public facing websites, one mobile app, and one management website. Would the Commission provide the URLs and names of apps that are in scope?

**A.431: The website URLs are: [nylottery.ny.gov](http://nylottery.ny.gov) and [Qmatic Web Booking](#). The mobile app is listed in the app store as “NY Lottery”. The management site URL will be shared with the Successful Bidder (see answer to Question 430).**

Q.432. re: Q&A.24, Q&A.79 & Q&A.87: The Q&A states that additional information will be provided to Bidders who submit the Confidentiality and Non-Disclosure Agreement. Can the Commission provide these:

- DevOps Pipeline and Tools (Q24, Q87)
- Data Ecosystem (Q79)
- Technical Architecture Diagram (Q79)

**A.432: See Exhibit M – Acquia DevOps for additional information. Please review the hyperlinks contained within this attachment for more information.**

Q.433.re: Q&A.32: Q32, Will the Commission clarify the table in Q32?

- a. -\$ 5.915M is shown for yearly budget. How would the remaining budget of the \$20M be allocated?
- b. - How much is expected to be spent on project work?

**A.433: The budget in Q32 is for FY 20-21. See answer to Question 214.**

Q.434. re: Q&A.35: /A35 suggests that the Commission is seeking to bifurcate digital marketing services from the advertising services provided by the Commission’s Advertising Agency. Does this suggest that the Commission’s Advertising Agency will remain in place to lead advertising and related functions?

Will all digital marketing campaigns and initiatives be directed/originated by campaign concepts that the Advertising Agency develops, or will the bidder be able / be required to conceive digital-specific marketing campaigns as well?

**A.434: See answers to Questions 104, 174, 344, and 355. The Successful Bidder will be required to create custom digital content for digital properties.**

Q.435.re: Q&A.63 & Q&A.92: We understand that Acquia will continue hosting all platforms. If the Successful Bidder implements a loyalty program would the Successful Bidder manage the software and hardware or would the Lottery?

**A.435: Management of software and hardware would depend on the scope of the project, which would be defined in the Commission-approved project Working Papers. See RFP Section 2.3(G) of the RFP.**

Q.436.re: Q&A.81: Q/A 81 mentions that Nylottery.ny.gov is meant to be supported by the bidder, but in the RFP, two additional sites and related apps (nycollectnwin.com; and nyextendedplay.com) are mentioned as being part of the digital landscape. Are

those sites also in scope for support, maintenance and overall management? Both sites appear inactive to the public currently.

**A.436: [nycollectnwin.com](http://nycollectnwin.com) and [nyextendedplay.com](http://nyextendedplay.com) are not part of this RFP.**

Q.437.re: Q&A.125: In amendment one, the New York Lottery stated that “A.125: Consolidated, publicly available financial statements of the Bidder’s parent company in lieu of the financial statements of the Bidder’s operating division would be acceptable.” Would the Lottery be amenable to a link to the publicly available financial statements in lieu of embedding in the financial statements (100+ pages) into the proposal response?

**A.437: No. The information must be submitted with the proposal, but may be submitted in one or more separate files.**

Q.438.re: Q&A.196: The Successful Bidder would need to connect it’s CRM to the existing mobile app. Can the Successful Bidder utilize the New York Lottery’s existing mobile app for push notifications?

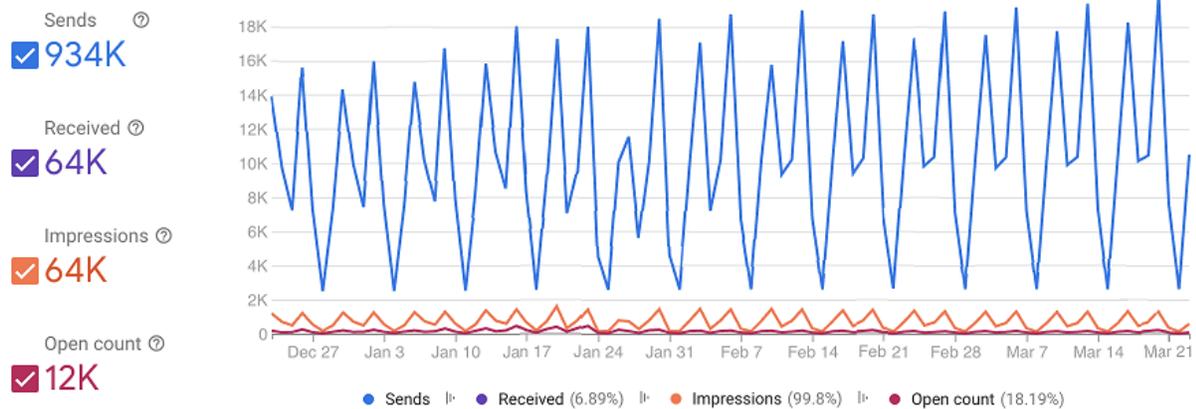
**A.438: This possible functionality will be discussed with the Successful Bidder during scoping of the CRM project.**

Q.439.re: Q&A.197: This question is a follow-up to the answer given to question #197. Pricing for mobile messaging channels (such as in-app inbox and push notifications) often depend on monthly active user volumes. Please provide historical monthly active users for each of the following mobile apps:

- NY Lottery
- NYL Extended Play
- NY Collect N Win

A monthly active user is defined as any unique mobile app user that opens the mobile app, even once, during a calendar month. This group includes anonymous users and does not require the user to log in or take any specific action. It would be helpful to know monthly active users for each of the last 12 calendar months—but no less than each of the last three calendar months, including January and February 2021. Those months specifically reference "peak" traffic levels, in association with a jackpot run exceeding \$1 billion.

**A.439: The Successful Bidder will not be required to incur costs for NYL Extended Play or NY Collect N Win. The NY Lottery database currently has approximately 504,000 users, a number that varies month over month. For the NY Lottery app, 13,749 users out of 319,925 have notifications turned on. See chart below for sends, received, and open counts for the last 90 days.**



Q.440.re: Q&A.211: To pay a prize through a mobile platform, the Lottery would need a place (i.e., wallet) to hold the money. Does the Commission intend to implement a full digital wallet integrated with the Lottery’s central system vendor to fulfill this requirement for mobile cashing?

**A.440: If approved by the Commission as an authorized project in the Formal Strategic Digital Marketing Plan, details of such a project would be discussed with the Successful Bidder during scoping of the project.**

Q.441.re: Q&A.292: If the Successful Bidder is required to rewrite the mobile app and move into a PWA, will the Successful Bidder then host the app or will it still need to be hosted in Acquia?

**A.441: The mobile app will be hosted in Acquia.**

**Questions related to Part 2, Scope of Work**

Q.442: Section 2.0.O: How many releases (to production) for website, does support team do in a month (this is related to defect fixes/incidents)?

**A.442: This number varies by month depending on Commission needs, fixes, and the overall ecosystem. The high number of incidents or defect fixes required in a month has been ten. However, fixes and incidents are unpredictable, and that number can scale up or down.**

Q.443: Section 2.0.O: How many releases (to production) for app, does support team do in a month (this is related to defect fixes/incidents)?

**A.443: This number varies depending on Commission needs, fixes, and the overall ecosystem by month. Historically there have been less than five per**

**month. However, with the launch of new features or services for players, this number can scale up or down.**

Q.444: Section 2.0.O: What is the current lottery database technology ecosystem? What functionality does the database serve? Where is it hosted (on prem, cloud)? Is this a relational database?

**A.444: The current databases are a player database, subscriptions database, and retailer database. The player database serves the Lottery ecosystem of mobile apps, website, second-chance programs and email marketing lists. This database is hosted on the cloud. It is a relational database.**

Q.445: Section 2.0.O: What is the current lottery database technology ecosystem? What functionality does the database serve? Where is it hosted (on prem, cloud)? Is this a relational database?

**A.445: See answer to Question 444.**

Q.446: Section 2.0.O: What is the technology of the API layer? Is there an API Management layer, i.e. Apigee or MuleSoft?

**A.446: Please refer to RFP Exhibits: D, E and F. This information will be provided to Bidders who submit the Confidentiality and Non-Disclosure Agreement.**

Q.447: Section 2.0.O: Assumption is that L1 Helpdesk will be the Commission responsibility and the Bidder would be responsible for L2, L3, and coordination with the vendor for L4. Is that an accurate assumption?

**A.447 The Commission does not understand the question and cannot provide a responsive answer.**

Q.448: Section 2.0.O: Can you please share the last year volumes of L2 and L3 incidents/tickets so we can understand the tickets and assess automation potential?

**A.448: The Commission does not understand the question and cannot provide a responsive answer.**

Q.449: Section 2.0.O: What are the delivery tools (Jira, HP ALM etc.) for application monitoring, ticket management, job schedulers, and masking tools that you use today?

**A.449: Currently using JIRA. The Commission is open to additional methods.**

Q.450: Section 2.0.O: Does the Commission currently use any automation tools, e.g. RPA?

**A.450: No.**

Q.451: Section 2.0.O: Please confirm if you have pre-production environment for the website, apps, etc.?

**A.451: There is a pre-production test environment for all existing properties.**

Q.452: Section 2.0.O: Will the Bidder be responsible for updating existing or creating new Lottery APIs?

**A.452: Yes.**

Q.453: Section 2.0.O: Is there an API interface layer between the React application and NodeJS/Drupal (i.e. GraphQL)?

**A.453: Yes, there is an API interface layer.**

Q.454: Section 2.0.O: Are the current mobile apps native or hybrid?

**A.454: Native.**

Q.455: Section 2.0.O: Would the Bidder be responsible for publishing the mobile app to the Android and Apple app store and ongoing updates to the app stores?

**A.455: Yes.**

Q.456: Section 2.1:

- A. What does design architecture pertain to? What exactly is being designed?
- B. The last sentence in the same paragraph talks a lot about programming language, how is that related to the digital marketing aspect?

**A.456: A. Design architecture refers to current and new digital properties.**

**B. Programming language relates to the overall ecosystem and the development and support of digital marketing tools and solutions.**

Q.457: Section 2.2.C: On page 7, it says: “high volume, digital production and content heavy account with multiple projects running concurrently”. Could you provide any details to help illustrate the scale of the projects (costs and duration) and volume of content development and digital production?

**A.457 Below is a chart depicting projects from September 2020 through March 2021, as an example of digital project volume.**

Month	Project
September	Digital Coupon API Backend Phase I Digital Coupon API Backend Phase II Digital Coupon API Backend Phase II Digital Coupon PWA Front End Phase I Digital Coupon PWA Front End Phase II

	<p>SSO, App and System Maintenance PWA Backlog</p>
<p>October</p>	<p>SSO, App and System Maintenance PWA Backlog PWA Ticket Scan PWA Ticket Scan Animations ID Verification Platform and Management</p>
<p>November</p>	<p>SSO, App and System Maintenance PWA Backlog ITS Audit Updates Phase I ITS Audit Updates Phase II ID Verification Platform and Management</p>
<p>December</p>	<p>Digital Coupon Drupal CMS Ticket Scan Drupal CMS PWA Backlog SSO, App and Systems Maintenance Web Maintenance Money Dots ID Verification Platform and Management Usability Audit Ticket Scan Legacy Middleware ITS Audit Updates Phase II</p>
<p>January</p>	<p>PWA Backlog SSO, App and Systems Maintenance PWA Prototype Usability Testing Money Dots ID Verification Platform and Management Ticket Scan Legacy Middleware Logging and Metrics ITS Audit Updates Phase II QD API Update</p>
<p>February</p>	<p>PWA Backlog SSO, App and Systems Maintenance Responsible Gaming ID Verification Platform and Management Ticket Scan Logging and Metrics Winning Numbers Search Legacy Middleware ITS Audit Updates Phase II QD API Update</p>

<p>March</p>	<p>PWA Backlog  SSO, App and Systems Maintenance  ID Verification Platform and Management  Money Dots PWA and Drupal Front End Updates  Money Dots Landing Page and Updates  Money Dots How to Play  Ticket Scan  Winning Numbers Search  QD Live show  Take 5 Draws  Powerball Draws  Digital Playslip  CSAT Survey  Logging and Metrics  ITS Audit Updates Phase II  QD API Update  Admin Dashboard Phase III</p>
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Q.458: Section 2.3: The link for Designation of Proprietary Information (FOIL) which is referenced on page 25 of the RFP drives to a 404 error. Could you share a new link please? <https://nylottery.ny.gov/legal/freedomofinformation-request-form>

**A.458:** <https://www.gaming.ny.gov/foil.php>

Q.459: Section 2.3 (J, K, L, N): What is the mechanism for assuming vendor contracts?

**A.459: The mechanism for assumption of any existing vendor contracts may vary depending on the terms and category of contracts being assumed, and any involvement required by other invested State agencies. The Commission will work with the Successful Bidder on any assumption of vendor contracts.**

Q.460: Section 2.3.E: Based on the MWBE requirements in Section 2.3.E., the requirements in Section 7.8 and the documentation in Appendix J, can the Commission please confirm that it does not require the bidder to submit already selected MWBE or SDVOB companies in responses for this RFP? Can you confirm instead that achieving the 10% and 20% goals will be what is required in the new contract for the Successful Bidder?

**A.460: Bidders must submit Appendix J-4—Utilization Plan and Appendix L—SDVOB Utilization Plan with the proposal, identifying *planned* MWBE utilization. Upon award, the Commission’s MWBE & SDVOB Compliance Officer will work with the Successful Bidder to finalize the Year One utilization plan.**

Q.461: Section 2.3.O: This section states if new digital marketing efforts require ongoing maintenance then the Successful Bidder shall submit an estimate in the working papers. Is this a separate maintenance fee or would this be included in the monthly maintenance fee pricing?

**A.461: Pricing for ongoing maintenance to support new digital marketing efforts will be included in Commission-approved project Working Papers and added to the monthly maintenance fee in accordance with terms and conditions specified in project Working Papers. See RFP Section 2.3(G).**

Q.462: Section 2.3.O.8: "...Required when a threat is discovered to Lottery Assets"  
Question: How are threats currently being assessed and who is doing the assessment (NY, current vendor, third party?). Is there a regular threat modeling exercise performed that Successful Bidder will need to consume? Is this referring instead of vulnerability and patch management and if so are the current vulnerability monitoring?

**A.462: Methods of assessing security threats will be discussed with the Successful Bidder.**

Q.463: Section 2.3.Q.1: Are there current fraud detection capabilities in place, (inclusive of event correlation rules, business logic, and/or processes) that can be leveraged and reused during transition of service for this work or will bidder need to build these capabilities net new?

**A.463 These capabilities will be discussed with the Successful Bidder.**

Q.464: Q.666: Section 2.3.S: What are the volumes and frequency of routine Content Operations (under Section S) for ongoing services?

- - # of social media posts
- - # of promotion (homepage banner)
- - # of web content updates

A: 464:

- **Social media content creation, posting, monitoring, and strategy are not part of this RFP.**
- **Generally, there are five homepage banners per month.**
- **Web content updates vary with each new product, promotion, or initiative launch. Monthly, at least four new products are released.**

Q.465: Section 2.3.CC: The RFP requires the Successful Bidder to provide an operational CRM system within 90 days after the contract start date. Is the expectation that this 90-day implementation period would include the Successful Bidder administering a competitive bidding process to procure a CRM system? Or would the

Successful Bidder have the ability to implement their preferred CRM platform to meet the required timelines?

**A.465: The Commission requires an operational customer relationship management system no more than 90 days after the contract start date. If a competitive bidding process is required for user fees, the Successful Bidder must follow the competitive bidding process described in RFP Section 2.3(E).**

### **Questions relating to Part 3, Proposal Response**

Q.466: Section 3.2.C: *The Proposal must include a detailed Work Plan that identifies the processes to be utilized for all aspects of the project, including specific deliverable dates.* Would the Commission please clarify the type of project referenced in this section? Is the Commission's intention for the Successful Bidder to convert the Lottery's existing second-chance programs to their platform, or would this project be a new implementation?

**A.466: See answers to Questions 126 and 127.**

Q.467: Section 3.2.C: Is it the Commission's intention for the Successful Bidder to take over an existing PAM or is the Lottery open to the Successful Bidder proposing their own PAM solution?

**A.467: The Commission does not understand the question and cannot provide a responsive answer.**

Q.468: Pricing: Will the Commission allow Successful Bidders to provide offered options that would be separately priced as part of their proposal, including items listed in Exhibit A (i.e., mobile cashing, loyalty, etc.) that are not part of the Scope of Work?

**A.468: No. All projects require completion of Working Papers for projects not identified within the fees for ongoing services. See RFP Section 2.3(G).**

Q.469: Section 3.3: In the pricing proposal, how should we capture recurring costs on a monthly basis vs. costs associated with one-time projects? For example, ongoing website maintenance vs. a project to perform significant website enhancements.

**A.469: See RFP Attachment 3a - C202103, Section A for submission of fees related to Ongoing Services. Website maintenance would be covered under Section A(5.), "Website Fee". See answer to Question 470 regarding one-time projects.**

### **Questions relating to Part 4, Evaluation and Selection**

Q.470: Are orals part of the evaluation process?

**A.470: No.**

### **Questions relating to Part 5, General Requirements for Submission of Proposals**

Q.471: Section 5.4: Will the Commission please share any file size limitations for the submission of the Technical Proposal? Assuming there is a file size limitation, will the Commission allow for the bidders to submit their non-redacted Technical Proposal in multiple files or emails?

**A.471: The maximum size of an email that can be processed by the Commission's email system is 20MB. A Bidder may break-up documents into smaller files and send over multiple emails if necessary, or a Bidder may utilize compressed zip files.**

Q.472: Section 5.4: This question also references Section 3.2 Technical Proposal, A.2 Financial Viability, pages 30–31. Due to the length and file size of audited financial statements, will the Commission allow the last three years of financial statements to be submitted as a separate email from the non-redacted Technical Proposal?

**A.472: Yes.**

Q.473: Section 5.4.C: Are there any particular file naming conventions you'd like to use to delineate the redacted version from the non-redacted versions?

**A.473: No, as long as the versions are clearly marked as redacted Technical and/or redacted Pricing.**

Q.474: Section 5.6 (and 6.8): are Primary Vendor, primary Bidder, Successful Bidder interchangeable?

**A.474: When submitting a Joint Proposal, the Primary Bidder will be the Successful Bidder if awarded a contract. If successful, the term Primary Vendor is interchangeable with Primary Bidder or Successful Bidder.**

Q.475: Section 5.6: In the joint proposal model, will the parties share liability?

**A.475: In a Joint Proposal, the Primary Bidder will be the responsible party, will be named on the ensuing Contract if successful, and shall coordinate the submission of required contract documents.**

Q.476: Section: 5.12: Would the Commission consider striking the last sentence of this section and limited background checks to those employees directly connected and staffed on the project?

**A.476: No.**

Q.477: Section 5.25: Will the Commission consider adding that any required consent shall not be unreasonably withheld and permit delegation of duties and assignment of rights to affiliates of the Successful Bidder?

**A.477: No.**

Q.478: Section 5.27: Would the Commission consider including a reasonable liability cap for services and assumed contracts similar to those agreed to by the State in other Agreements, including a disclaimer of lost profits, lost revenue, or lost institutional operating savings?

**A.478: No.**

Q.479: Section 5.27: Would the commission consider limiting indemnity obligations to third party claims for Claims for relating to bodily injury and/or damage to real or tangible personal property similar to other NYS Agreements?

**A.479: No.**

### **Questions relating to Part 6, Provisions**

Q.480: Section 6.7: In order to remain compliant with both US-GAAP account rules and section 6.7 requirements, we recommend that the Commission enter into these agreements directly with the 3rd party vendors. In our experience the successful bidder would still be able to manage such third party vendors on the commission's behalf without mark-up. This is also the most cost effective way to handle 3rd party contracts. Would the Commission be amenable to entering into such an arrangement?

**A.480: No.**

Q.481: Section 6.13: Would the Commission agree to revise this section as follows: "In addition, in the event of a failure to perform or a breach of Contract, the Bidder must assist the Commission with continued right of use of licensed intellectual property."

**A.481: No.**

Q.482: Section 6.15: Would the Commission agree to include clarification that each party retains ownership of its pre-existing IP and that in the event pre-existing IP is embedded in a deliverable, the Commission shall receive a perpetual, royalty-free, nonexclusive, nontransferable and irrevocable right and license to use, operate and maintain such pre-existing IP to receive the benefit of the deliverable?

**A.482: See RFP Section 6.17(D).**

Q.483: Section 6.17: Appendix Q - Would the Commission agree that the Liquidated Damages would not apply to contracts assumed?

**A.483 Liquidated Damages in Appendix Q could apply to contracts assumed, depending on the terms of the assumption.**

Q.484: Section 6.17.A: If a third party will not allow transfer of their license, what remedy does the Lottery suggest?

**A.484: If a permitted license transfer is not possible, the Successful Bidder must submit Working Papers for license procurement or transfer, as a project not identified within the fees for ongoing services. See RFP Section 2.3(G).**

Q.485: Section 6.17.B: Would the Commission consider modifying this section to reflect that any third-party vendor products, including Hardware and Software, provided under this Agreement are warranted solely under the terms and conditions of the third-party licenses or other agreements governing such products and also agree that the parties will clarify performance and deliverable warranties in the final agreement?

**A.485: The Commission does not understand the question and cannot provide a responsive answer.**

Q.486: Section 6.17.C: It is common practice to secure source code in an escrow account. Will the Commission consider allowing the Successful Bidder to deposit source code into an escrow account to meet the requirement to provide the source code for the licensed product?

**A.486: The Commission will consider allowing the Successful Bidder to deposit source code into an escrow account, at no cost to the Commission, to meet the requirement to provide the source code for the licensed product. The Commission must approve the terms and conditions of any such escrow agreement.**

Q.487: Section 6.17.D: For the sake of clarity, do the ownership rights by the Commission apply only to "Custom Products" as defined in Section 6.17.D?

**A.487: The reference in this Question to "ownership rights" is vague. The Commission's ownership rights, as related to Custom Products, is outlined in RFP Section 6.17(D). The Commission has other ownership rights outlined within the RFP.**

Q.488: Section 6.17.G: For purposes of offshore restrictions, is anonymized or de-identified data considered Confidential Information prohibited from being stored or accessed outside of the Continental United States?

**A.488: Bidders interested in proposing use of anonymized or de-identified data to remove otherwise "Confidential Information" from the definition of "Confidential Information" in Appendix B – Contract Form should explain in the Proposal how the data is anonymized or de-identified.**

Q.489: Section 6.17.J.2: Can the Commission clarify what it means by "easy migration"?

**A.489: The reference to “easy migration” in this section means that Successful Bidder’s solutions are designed in a manner that allows the Commission to easily transfer data to an alternative application platform.**

Q.490: Section 6.17.J.5: Would the Commission agree that the trigger for liability is failure to comply with security obligation in the Agreement?

**A.490: The Commission does not understand the question and cannot provide a responsive answer.**

Q.491: Section 6.17.K1.A: Will the Commission consider adjusting the notification time period and limiting the trigger to actual security breaches?

**A.491: No, State Technology Law § 208 requires notice of actual breaches, or if you “reasonably believe” there are breaches.**

Q.492: Section 6.17.K.1: The Cloud Service Provider (CSP) is a service provider and the Commission would be one of hundreds of thousands of customers using this service. CSP Can contractually commit to incident response reporting timeframes in a customer contract. One component driving the timeframes are the CSP’s ability to communicate to a wide customer base in the event of an incident. In a multi-tenant cloud environment, the CSP could be reporting to thousands of customers if there is a security incident impacting multiple customers. CSPs utilize one incident response process for all customers. Utilizing one approach allows for scalability and ease of operations.

Additionally, due to the nature of the CSP’s services, the CSP can only report confirmed breaches, not attempted, suspected, threatened, or foreseeable breaches. As a multitenant environment, an attempted breach against another tenant would not be reported to your organization.

In the event of a security breach and if negotiated in the agreement, the CSP can notify the Commission identified points of contact. The CSP cannot notify affected parties because the CSP does not view customer data. The CSP is responsible for maintaining access in terms of performance and availability to the data. The data is owned by the customer.

As such, we would like to request the requirements for breach notifications should align with the existing CSP reporting requirements that also align with FedRAMP and request that the Commission change this requirement to “within 48 hours of an incident”.

**A.492: The Commission will discuss the potential for modifications of these requirements with the Successful Bidder.**

Q.493: Section 6.17.L.4.a: To maintain compliance with FedRAMP, the Cloud Service Provider (CSP) conducts continuous monitoring. Continuous monitoring includes ongoing technical vulnerability detection and remediation, remediation of open compliance related finding, and at least annual independent assessment of a selection of security protocols by a third party assessment organization (3PAO). Upon request, the Commission may access the CSP's FedRAMP package on the OMB MAX website, which includes the Plan of Action & Milestones (POA&M) and contains vulnerability remediation information. Additionally, CSP's customers can perform penetration testing of the service after completing a Security Assessment Agreement (SAA). However, the CSP does not provide its customers ability to conduct scans behind our firewall.

We request that these requirements be modified to align with the above approach.

**A.493: The Commission will discuss the potential for modifications of these requirements with the Successful Bidder.**

Q.494: Section 6.17.L.4.a: This section states that, before releasing any major software upgrade to the Commission, the software be reviewed for vulnerabilities and security flaws by an independent third party. Will the Commission consider adjustments to align with third party software providers terms in the event that they do not perform a third party assessment after every release?

**A.494: Proposed alternative terms will be assessed through Working Papers with the Successful Bidder.**

Q.495: Section 6.17.L.4.a: For required third party assessments of the software developed, can bidder use employees from a different part of their business not involved in the engagement as a 3rd party? Are attestations required for this assessment and if so against what standards/compliance bodies?

**A.495: Successful Bidder can use employees from a different part of their business as a 3<sup>rd</sup> party. Attestations will be required in the form of testing, results, and adherence to ITS policies and procedures.**

Q.496: Section 6.17.L.4.c: The RFP states that "any vulnerability scanning/penetration testing shall be conducted by individuals who are authorized by the Commission's ISO-designated security representative. The Commission's ISO shall be notified in advance of any such tests".

We assume that this only applies to Commission-driven penetration testing/scanning. Can the Commission please confirm?

**A.496: Correct.**

Q.497: Section 6.17.M.5: This section states that, copies of the scan report/penetration test report shall be shared with the Commission's Lottery Operations Director and ISO-designated security representative for evaluation of risk. Will the Commission agree to accept Executive Summaries of Penetration Tests instead?

**A.497: The Commission will accept Executive Summaries of Penetration tests.**

Q.498: Section 6.17.M.7: This section states that, vulnerability scanning/penetration testing shall be conducted by individuals who are authorized by the Commission's ISO-designated security representative. Does this section only apply to customer-driven vulnerability scanning/penetration testing?

**A.498: This section only applies to Commission-driven penetration testing/scanning.**

Q.499: Section 6.19: Would the Commission consider changing the termination right under this section from cause to convenience?

**A.499: No.**

Q.500: Section 6.20: We assume this only applies to contractor personnel that are performing the solution implementation services and not the Cloud Service Provider (CSP) personnel that are hosting the solution.

For example, CSP engages the services of a background screening vendor to conduct background checks on employees at the time of hire. The CSP also performs background investigations in certain foreign countries. The scope of these checks is subject to local laws in the jurisdictions in which the employee is hired. Can your organization please modify this requirement accordingly? Does the Commission agree with this interpretation of the requirement? If the Commission mandates the CSP's also needing to meet this requirement, will the Commission be willing to sponsor and pay for these background checks?

**A.500: No.**

**Questions related to Part 7, RFP Requirements and Certifications**

Q.501: Please confirm that Contract Certifications ST-220-TD and ST-220-CA, Appendix H, need to be filed post award and not as a part of the proposal submission.

**A.501: Confirmed.**

Q.502: Section 7.3: Can two completely separate sibling companies or Organizational Units under the same Legal Business Entity/EIN #/NYS Vendor ID submit separate bids and therefore separate Vendor Responsibility Questionnaires? If so, can both Vendor Responsibility Questionnaires be submitted online by the individual Organization Units?

**A.502: No. Entities sharing an EIN/NYS Vendor ID may not submit separate bids.**

**Questions related to Part 8, Appendices, Attachments, and Exhibits**

Q.503: If there is a requirement for any additional space on any of the forms in the appendix, what is the best way to amend and provide that information?

**A.503: Bidders may expand the forms or submit an attachment accompanying the required documents.**

#### Appendix B, Contract Form

Q.504: Appendix B: On the acknowledgement page, we are given the option of getting it notarized under individual, unincorporated association and by corporation. However, since we are an LLC, what would be our best choice?

**A.504: Bidders may use the notary acknowledgement page included with this amendment.**

#### Appendix J, EEO and MWBE Program

Q.505: Please confirm that J-3 is required post award and not part of the Proposal submission.

**A.505: Confirmed.**

Q.506: Please confirm that J-5 is required post award and not part of the Proposal submission.

**A.506: Confirmed.**

Q.507: Please confirm that the SDVOB goals / utilizations should not be included in any of the forms in Appendix J.

**A.507: Confirmed.**

#### Appendix K, Diversity Practices Questionnaire

Q.508: In Appendix K.1, the Diversity Practices Questionnaire, question 3, can you further explain what is meant by “non-contract-related expenses (from your prior fiscal year)”? Please confirm that the SDVOB goals / utilizations should not be included in any of the forms in Appendix J.

**A.508: “Non-contract related expenses” may include such things as overhead, supplies, maintenance, etc. that span across multiple accounts not necessarily related to work pursuant to this RFP.**

Q.509: In Appendix K.1, the Diversity Practices Questionnaire, question 2 refers to our company's "gross revenues". Can you please define gross revenue? Is it billings less cost of goods sold? Or is it billings?

**A.509: "Gross revenue" is the total amount of sales recognized for a reporting period, prior to any deductions.**

#### Appendix L, Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses

Q.510: Please confirm [this](#) is the proper SDVOB 100 form we are required to fill out. *Contracts is working on this answer*

**A.510: The SDVOB 100 is attached.**

#### Appendix P, Insurance Requirements

Q.511: Insurance Requirements state that "in the event there is a claim asserted that is covered by insurance, the Contractor shall make available for inspection to the Commission upon the Commission's request, at Commission headquarters, during reasonable business hours, any applicable policy required by this Contract." Would the Commission consider a certificate of insurance (COI) as sufficient, as policies, excerpts, and premium receipts are proprietary business documents and contain information companies typically do not share with clients?

**A.511: Complete copies of any insurance policy shall be provided to the Commission by the Contractor upon request, should the content of the policy become relevant as part of a claim. A Certificate of Insurance will not be a sufficient substitute of information in that situation.**

Q.512: Will the Commission work with the Successful Bidder to align insurance requirements with Successful Bidder's insurance policies, provided Successful Bidder's policies are substantially aligned with the requirements set forth in the RFP?

**A.512: Appendix P is hereby amended and attached to this document.**

#### Appendix Q, Liquidated Damages

Q.513: Would the Commission be willing to adjust Appendix Q to allow for negotiation of liquidated damages to refine the parameters, guidelines, and associated costs? Typically, these liabilities and related costs are considered indirect damages as they are unknowable and unpredictable. As such, they are a source of risk to a provider and the provider needs to be able to further assess such risk after consideration and discussion with the Commission.

**A.513: No.**

Q.514: Would the Commission consider inclusion of language clarifying that the SLAs and liquidated damages consequences are limited to the extent such loss or failure was solely caused by the Contractor, as objectively determined by a root cause analysis and are the Commissions sole and exclusive remedy?

**A.514: No.**

Q.515: Would the Commission consider the inclusion of a statement that the SLA obligations and liquidated damages consequences are not cumulative, i.e., one incident would trigger the greater liquidated damages and not all of the liquidated damages if one incident or act triggered multiple failures?

**A.515: No, although the Commission could consider extenuating circumstances when assessing liquidated damages.**

### Appendix R, Bond Requirements

Q.516: Please confirm that the New York Lottery is requiring a letter from a qualified surety company as part of the Proposal as this isn't shown in the Document Submittal Checklist.

**A.516: A surety letter is required. See RFP – Appendix R, under “Performance Bond.”**

Q.517: Please share the Litigation Bond format you would like us to issue the bond in.

**A.517: The Commission does not have a preferred format.**

### Attachment 2, Confidentiality and Non-Disclosure Agreement

Q.518: We believe that the Confidentiality and Non-Disclosure Agreement requirements only applies to contractor personnel that are performing the solution implementation services and not the Cloud Services Provider (CSP) personnel that are hosting the solution.

CSP personnel are required to sign an NDA, that covers all customer data, not specifically the data belonging to a single tenant of the system. Additionally, we assume that the NDA language that is incorporated as part of the overall cloud/SaaS subscription agreement will meet this requirement.

We request that this requirement be modified to reflect that this is not required for CSP employees hosting the solution.

**A.518: The Confidentiality and Non-Disclosure Agreement is only required of a Bidder if it wants to receive the documents outlined within Attachment 2, for the outlined Permitted Use.**

### Attachment 3a, Pricing Proposal Form

Q.519: There are rows for Strategy, Account, etc., should the numbers we put in here reflect only agency fee or should the costs also be intended to go to MWBEs and SDVOBs be rolled up with the agency fees?

**A.519: Pricing for Ongoing Services in the Pricing Proposal Form, Attachment 3a – C202103, should reflect the total amount to be billed for these services, inclusive of MWBE and SDVOB costs.**

Q.520: Please provide the calculation for the sum of “Total Annual Value of ‘Additional Staff’ from Attachment 3b” as this does not include the estimated number of hours, e.g. 1500 hours, 1000 hours, and 200 hours in the rows above.

**A.520: The rates included in “Part 2: Additional Staff Hourly Rates” shall be included in the Average Blended Hourly Rates at the bottom of Attachment 3b. The average rates shall be carried over to Attachment 3a, Part B, for each level and multiplied by the estimated number of hours. The estimates are for evaluation purposes only.**

### Attachment 3b, Rate Card

Q.521: Should the number of additional labor categories exceed the number of allotted rows in Attachment 3b, would the Bidder be able to recreate the form so that added labor categories can be added? Or, please provide guidance on the desired solution.

**A.521: Yes. The Bidder may expand “Part 2: Additional Staff Hourly Rates” or the Bidder may include an attachment along with the form.**

Q.522: Please confirm that the Bidder is required to price each and every labor category / position in Part 2 of Attachment 3b regardless of whether or not that position is already covered in the Ongoing Services fee.

**A.522: The Bidder is required to provide the hourly rate for every position on the Rate Card, Attachment 3b – C202103.**

### Attachment 4, Document Submittal Checklist

Q.523: “Disclosure and Investigations During Proposal Evaluation” (Section 5.12) are on the checklist of items to return with the proposal but it is unclear what the agency’s actual deliverable is here; could you please clarify?

**A.523: Bidders must indicate this information in their Technical Proposal.**

**Exhibit K, Contractor List**

Q.524: Is this the complete list of contractors supporting all marketing functions underneath the purview of McCann Erickson USA, or the list of contractors supporting specifically digital marketing functions?

**A.524 Exhibit K is the list of MWBE contractors supporting digital marketing functions.**



## **INSURER QUALIFICATIONS AND INSURANCE REQUIREMENTS**

### **Insurer Qualifications**

All insurance required under this RFP must be written by an company with a current rating of "A-" or better as rated by A.M. Best & Co., have a record of successful continuous operation, are licensed, admitted, and authorized to do business in the State of New York, and are approved by the New York State Gaming Commission (the "Commission").

Required coverage and limits must be put into effect as of the effective date of the Contract and must remain in effect throughout the term of the Contract, as determined by the Commission.

To the extent that lesser, incomplete, or improper insurance coverage is offered and/or procured by the Contractor, the Contractor acknowledges and agrees that it is financially responsible for any shortages, discrepancies, and liabilities remaining if coverage is denied or not available for a claim made that would otherwise have been covered by the insurance requirements herein.

To the extent that the Contractor is self-insured for any portion of the required insurance program, the Contractor must provide a letter explaining the substantive coverage provided through self-insurance and the limits of such self-insurance, as signed by the Contractor's authorized representative with direct knowledge of and responsibility for that insurance/risk management program.

### **Insurance Requirements**

Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, policies of insurance as herein below set forth, written by companies authorized by the New York State Department of Financial Services to issue insurance in the State of New York (Admitted Carriers).

Upon award, the Contractor shall deliver to the Commission evidence of such insurance coverage as defined below. In the event there is a claim asserted that is covered by insurance, the Contractor shall make available for inspection to the Commission upon the Commission's request, at Commission headquarters, during reasonable business hours, any applicable policy required by this Contract.

Throughout the Contract period, the Contractor shall notify the Commission of any material changes to the policy coverages, or any cancellations prior to the expiration date. The carrier shall also send notification of cancellation, termination,

or failure to renew any policy in accordance with the policy provisions when practicable.

### **General Conditions**

A. ***Conditions Applicable to Insurance.*** All policies of insurance required by the RFP and the Contract must meet the following requirements:

***1. Coverage Types and Policy Limits.*** The types of insurance coverage and policy limits required from the Contractor are specified in Paragraph B below – Specific Coverages and Limits.

***2. Policy Forms.*** Policies must be written on an ***occurrence*** basis, except as may be otherwise specifically provided herein, or agreed to in writing by the Commission. Under certain circumstances, the Commission may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the Commission prior to the expiration or cancellation of the policy.

***3. Certificates of Insurance/Notices.*** The Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commission, before commencing any work under this Contract. Certificates shall be mailed using the contact information provided in Part 1 of this RFP. Copies of the full policy shall be provided to the Commission by the Contractor upon request.

Unless otherwise agreed, insurance policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days' prior written notice to the Commission.

Certificates of Insurance shall:

- a. Be in the form approved by the Commission.
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the RFP and the Contract.
- c. Specify the Additional Insureds and Named Insureds as required herein.

- d. Be signed by an authorized representative of the insurance carrier or producer.

**4. Primary Coverage.** All insurance policies shall provide that the required coverage shall apply on a primary, and not on an excess or contributing, basis as to any other insurance that may be available to the Commission for any claim arising from the Contractor's work under this Contract, or as a result of the Contractor's activities. Any other insurance maintained by the Commission shall be excess of and shall not contribute with the Contractor's insurance regardless of the "other insurance" clause contained in either party's policy of insurance.

**5. Policy Renewal/Expiration.** At least 14 days prior to the expiration of any insurance policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Commission than the expiring policies shall be delivered to the Commission in the manner required for service of notice in Paragraph A.3 above. If, at any time during the term of this Contract, the coverage provisions and limits of the insurance policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the Commission, the Contractor shall immediately cease work on the project. The Contractor shall not resume work on the project outlined within the RFP and the Contract until authorized to do so by the Commission. Any delay, time lost, or additional cost incurred as a result of the Contractor not having the insurance required by the Contract, or not providing proof of same in a form acceptable to the Commission, shall not give rise to a delay claim or any other claim against the Commission. Should the Contractor fail to provide or maintain any insurance required by this Contract, or proof of insurance is not provided to the Commission, the Commission may withhold further Contract payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the Contractor, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.

**6. Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the Commission contact identified in the Contract Award Notice after renewal or upon request by the Commission. This requirement means that the Contractor shall provide any applicable insurance documents to the Commission as soon as possible, but in no event later than the following time periods:

- For certificates of insurance: five business days from request or renewal, whichever is later;
- For information on self-insurance or self-retention programs: 15 calendar days from request or renewal, whichever is later;

- For other requested documentation evidencing coverage: 15 calendar days from request or renewal, whichever is later;
- For additional insured and waiver of subrogation endorsements: 30 calendar days from request or renewal, whichever is later; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: five business days from request or renewal, whichever is later.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the Commission, but fails to provide the documents within the timeframes above, the Commission shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days from the Commission's original request.

**7. Self-Insured Retention/Deductibles.** Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss payments within any self-insured retention or deductible.

**8. Subcontractors.** Should the Contractor engage a subcontractor, the Contractor shall endeavor to impose the same insurance requirements of this document on the subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor. An Additional Insured endorsement evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and shall be provided to the Commission upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named Additional Insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required pursuant to this section had the subcontractor obtained insurance policies to provide such defense and indemnity. Proof of insurance or self-insured status shall be supplied to the Commission.

**9. Additional Insured.** In each of the liability policies required below, the Contractor shall cause coverage to be included for ongoing and completed operations, including, but not limited to, during any products and completed operations phases, naming as Additional Insureds the following:

the State of New York, the New York State Gaming Commission and their respective commissioners, officers, agents, and employees.

An Additional Insured endorsement evidencing such coverage shall be provided to the Commission within 30 days of renewal or upon request, whichever is later. Any such Additional Insured endorsement must specify that coverage is available to the State of New York, the Commission, and their respective commissioners, officers, agents, and employees as “Additional Insureds”, without limiting the scope of coverage available based on the source of negligent conduct otherwise covered under the pertinent insurance policy. In other words, the “Additional Insured” coverage conferred should be the same as if the Additional Insureds were included as Named Insureds on the insurance policy. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named Additional Insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to defend and indemnify pursuant to this Attachment had the Contractor obtained such insurance policies.

**10. Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request

**B. Specific Coverages and Limits.** The types of insurance and minimum policy limits shall be as provided below.

1. **General Liability.** Commercial General Liability Insurance (CGL), covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this Contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit: \$4,000,000
- General Aggregate: \$5,000,000
- Products/Completed Operations should equal the General Aggregate limit
- Personal Advertising Injury \$1,000,000
- Property Damage \$1,000,000
- Medical Expense \$5,000

Coverage shall include, but not be limited to, the following: premises liability; independent contractors; blanket contractual liability, including tort liability of another assumed in a Contract; defense and/or indemnification obligations, including obligations assumed under this Contract; cross-liability for additional insureds; products/completed operations for a term of no less than three years, commencing upon acceptance of the Contractor’s and any

subcontractor's work, as required by the Contract; explosion, collapse, and underground hazards; contractor means and methods; liability resulting from Section 240 or Section 241 of the New York State Labor Law.

The following ISO forms must be endorsed to the policy:

- CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- CG 20 10 11 85 or an equivalent -- Additional Insured - Owner, Lessees or Contractors (Form B)

Limits may be provided through a combination of primary and umbrella/excess liability policies.

Each insurance policy shall name the Commission as an Additional Insured, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term. No endorsement or exclusions shall be included within each insurance policy to reduce, limit, or exclude the Commission's full position as an Additional Insured.

The CGL policy, and any umbrella/excess policies used to meet the "Each Occurrence" limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such polic(ies) shall be primary to, and non-contributing with, any other insurance maintained by the Commission. Any other insurance maintained by the Commission shall be in excess of and shall not contribute with the Contractor's or any subcontractor's insurance, regardless of the "other insurance" clause contained in either party's policy of insurance.

2. **Professional Errors and Omissions.** The Contractor shall procure and maintain during, and for a period of one year after completion of, this Contract, Professional Errors and Omissions Insurance in the amount of \$15,000,000 issued to and covering damage for liability imposed on the Contractor by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render services required by this Contract.

Said insurance shall provide coverage for damages arising from computer-related services including but not limited to the following:

- Consulting;
- Data processing;
- Programming;
- System integration;
- Hardware or software development;
- Installation;
- Distribution or maintenance;

- Systems analysis or design;
- Training, staffing or other support services;
- Manufactured, distributed, licensed, marketed or sold cloud computing services; and
- Any electronic equipment, computer software developed, manufactured, distributed, licensed, marketed or sold.

The insurance policy shall include coverage for third-party fidelity including cyber theft, if such coverage is not provided for in a separate Data Breach and Privacy/Cyber Liability policy.

3. **Property Insurance.** The Contractor must maintain insurance on all buildings, furniture, fixtures, computer and communications equipment it uses to provide the services under the Contract in an amount equal to or greater than the actual replacement cost thereof. Coverage must include an All Risk Property Floater to insure personal property including contents, equipment, and mobile items, against fire, theft, collision flood, etc. .
4. **Business Automobile Liability.** The Contractor shall provide a valid and complete Certificate of automobile liability insurance for owned, non-owned, and hired vehicles with limits of not less than \$2,000,000 for personal injury to each person, \$4,000,000 for personal injury in each accident, and \$2,000,000 for property damage.
5. **Crime Insurance.** The Contractor must maintain crime insurance with a limit of not less than \$5,000,000 protecting the State of New York and the Commission against losses resulting from fraudulent or dishonest acts by the Contractor, any subcontractors, or any officer, employee or agent of the Contractor or any subcontractors.
6. **Data Breach and Privacy/Cyber Liability Insurance** covering failure to protect confidential information and failure of the security of the Contractor’s computer systems, or the Commission’s systems, due to the actions of the Contractor which results in unauthorized access to confidential information. Said insurance shall be maintained in the following limits, as applicable:

<b>Data Breach and Privacy/Cyber Liability</b>		
Software		\$1,000,000
Hardware		\$1,000,000
Cloud	Low Risk	\$2,000,000
	Moderate Risk	\$5,000,000
	High Risk	\$10,000,000
Implementation		\$1,000,000

\* See NYS-S14-002 Information Classification Standard or successor available at:

<https://its.ny.gov/document/information-classification-standard>

for additional information relating to risk categories.

The Contractor must maintain minimum insurance coverage for the level of risk for which Contractor provides products and services and submit documentation in accordance with the terms of this Contract.

Said insurance shall provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- Disclosure or theft of personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of customer's property, including but not limited to money and securities.

7. **Workers' Compensation and Disability.** For work to be performed in New York State, the Contractor shall provide and maintain insurance coverage during the life of this Contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law ([www.wcb.ny.gov](http://www.wcb.ny.gov)).

Evidence of New York State Workers' Compensation and Employers Liability coverage and New York State Disability Benefits coverage, or exemption from coverage, must be provided on **one** of the following forms specified by the Commissioner of the New York State Workers' Compensation Board. For forms and guidance, the Board's website is:

[http://www.wcb.ny.gov/content/main/forms/Forms\\_EMPLOYER.jsp](http://www.wcb.ny.gov/content/main/forms/Forms_EMPLOYER.jsp)

A. Workers' Compensation and Employers Liability Coverage:

- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or

- **Form C-105.2** - (September 2015, or most current version) – Certificate of NYS Workers' Compensation Insurance Coverage, sent to the Commission by the Contractor's insurance carrier upon request; or
- **Form U-26.3** – NY State Insurance Fund Certificate of Workers' Compensation Coverage from the State Insurance Fund. Bidder must request that the State Insurance Fund send this form to the Commission; or
- **Form SI-12** – Affidavit Certifying That Compensation Has Been available from the New York State Workers' Compensation Board's Self-Insurance Office; or
- **Form GSI-105.2** – Certificate of Participation in Workers' Compensation Group Board-approved self-insurance, available from the Bidder's Group Self-Insurance Administrator.

B. Disability Benefits:

- **Form CE-200** - Certificate of Attestation of Exemption (New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required); or
- **Form DB-120.1** (September 2015 or most current version), Certificate of NYS Disability Benefits Insurance . Bidder must request its business insurance carrier to send this form to the Commission.
- **Form DB-155**, Compliance with Disability Benefits Law.

**All forms must name THE NEW YORK STATE GAMING COMMISSION as the Entity Requesting Proof of Coverage (i.e., the entity being listed as the Certificate Holder).**

**All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier. (ACORD forms are NOT acceptable proof of Workers' Compensation insurance coverage).**

**SDVOB UTILIZATION PLAN**
 Initial Plan     Revised plan    Contract/Solicitation # C202103

**INSTRUCTIONS:** This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		SDVOB Goals In Contract
Bidder/Contractor Name:	NYS Vendor ID:	% 6
Bidder/Contractor Address (Street, City, State and Zip Code):		
Bidder/Contractor Telephone Number:	Contract Work Location/Region:	
Contract Description/Title:		

CONTRACTOR INFORMATION			
Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
Email Address:			
<b><i>If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.</i></b>			

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			

FOR DOCCS USE ONLY			
DOCCS Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency
NAME (Please Print):	SDVOB %/\$ _____	Date Received:	Date Processed:
Comments:			
<b>NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION:</b> The directory of New York State Certified SDVOBs can be viewed at: <a href="https://ogs.ny.gov/Veterans/default.asp">https://ogs.ny.gov/Veterans/default.asp</a>			
<b>Note: All listed Subcontractors/Suppliers will be contacted and verified by DOCCS.</b>			

# ADDITIONAL SHEET

<b>Bidder/Contractor Name:</b>	<b>Contract/Solicitation #</b> <u>C202103</u>
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<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			

Acquia works with NY Lottery, through its relationship with NY ITS, as an Enterprise Digital Experience Platform designed to help build Drupal and Node.js experiences that engage visitors. Acquia provides a number of capabilities related to DevOps, some of which are already included in the NY Lottery contract and some which could be added at a future date. These include:

Already Included for NY Lottery:

- Acquia Insight - a tool that evaluates your website's performance, security, and search engine optimization to help you monitor and optimize your websites: <https://docs.acquia.com/cloud-platform/insight/>
- Acquia Pipelines - the pipelines feature is a continuous delivery tool to automate development workflows for applications hosted by Acquia: <https://docs.acquia.com/cloud-platform/develop/pipelines/>
- New Relic Pro - a web application performance management tool to monitor live Drupal applications, troubleshoot issues, and tune for optimal performance: <https://docs.acquia.com/cloud-platform/monitor/apm/>
- Acquia Technical Account Manager (e.g. Thomas) - TAMs will provide customers with guidance, best practices, training, recommendations and/or consultation on the development, deployment or operation of Drupal on Acquia: <https://docs.acquia.com/guide/tam/>
- Node.js on Acquia Cloud Platform - with Node.js in Cloud Platform, customers have a powerful set of tools to enhance your decoupled Drupal applications. Customers can also create standalone Node.js applications to share data with Drupal: <https://docs.acquia.com/cloud-platform/node-js/>

Possible DevOps Add-Ons for NY Lottery:

- Acquia Cloud IDE - a browser-based source code editor and a Drupal development stack running on Acquia:
  - <https://www.acquia.com/products/drupal-cloud/cloud-ide>
  - <https://docs.acquia.com/ide/>
- Acquia Cloud On-Demand Environments - enables developer teams to create and work in more development environments, and then remove those on-demand environments when developer teams no longer require them:
  - <https://docs.acquia.com/cloud-platform/cd/>
- Acquia Site Studio - Site Studio provides a low-code site building UI to Drupal, so that designers with little coding knowledge can create unique layouts with the intuitive drag and drop Layout Canvas.
  - <https://www.acquia.com/products/drupal-cloud/site-studio>
  - <https://sitestudiodocs.acquia.com/6.4>

## **BOND REQUIREMENTS**

### **PROPOSAL VALIDITY AND PROPOSAL BOND**

Proposals must remain valid for a period of one-hundred and eighty (180) days.

Each Vendor must submit a Proposal Bond with its Proposal. The Proposal Bond must be acceptable to the New York State Gaming Commission (the "Commission") in form and substance, and issued by a qualified issuer as described below, in the amount of twenty-five thousand dollars (\$25,000). This Proposal Bond will guarantee the availability of the goods and services at the price(s) quoted in the Proposal for a period of eighteen (18) months after submission of the Proposal. In lieu of the Proposal Bond, the Commission will accept a certified check from the Vendor in this amount. The check or Proposal Bond shall be made payable to the "New York State Gaming Commission".

The check or Proposal Bond will be returned to an unsuccessful Vendor upon the award of the Contract. The check or Proposal Bond of the Vendor awarded the Contract (the "Successful Bidder") will be retained by the Commission until the Contract is signed and approved, and until the Commission is furnished with an acceptable Performance Bond. The check or Proposal Bond will be forfeited to the Commission if the Successful Bidder fails to timely submit the Performance Bond or other security, as required, or fails to sign the Contract when required to do so by the Commission.

Bonds shall be issued by a reliable surety company with a record of successful continuous operation and licensed to do business in the State of New York.

### **LITIGATION BOND**

Each Vendor must submit with the Proposal a Litigation Bond in the amount of one million dollars (\$1,000,000). A claim upon the Bond may be made by the Commission if a Vendor sues the New York Gaming Commission, the State of New York, or any of their officers, employees, representatives, other contractors, or sales agents with regard to any matter relating to this RFP, determination of responsiveness of Commission or the award of a contract pursuant to this RFP; and the Commission or other defendant is the prevailing party in such suit.

The Litigation Bond shall provide for payment of reasonable attorneys' fees, expenses and court costs resulting from such litigation, and shall remain in effect for a period of two (2) years from the date of submission of the Proposal.

### **PERFORMANCE BOND**

Upon notification of the Contract award, the Successful Bidder will be required to obtain a Performance Bond or other acceptable form of security in the amount of one million dollars (\$1,000,000). The Performance Bond shall be maintained throughout the term of any resulting Contract or any extension thereof. The Performance Bond may be paid in full or in part to the Commission if the Successful Bidder defaults in the performance of the Contract or has occasioned uncompensated liquidated damages.

The Performance Bond may be assessed liquidated damages if payment of assessed damages have not been received by the Commission within thirty (30) calendar days of written notice to the Successful Bidder that they have been incurred.

Other forms of security may be acceptable but are subject to the Commission's discretion. Failure to post a replacement security within seven (7) days after notice that the proposed security is inadequate shall be grounds for immediate termination of the Contract.

Along with its Proposal, each Vendor must include a letter from a qualified surety company or agent acting on behalf of such surety stating that the Vendor will be able to secure a Performance Bond in the amount required by the RFP, should the Vendor be the Successful Bidder.

FIDELITY BOND

~~Upon notification of award and prior to Contract approval, the Successful Bidder must obtain a Fidelity Bond in the amount of five million dollars (\$5,000,000) covering any loss to the Commission due to any fraudulent or dishonest act on the part of the Successful Bidder's officers, employees, agents or subcontractors. Such an event, in the sole discretion of the Commission, also could be grounds for termination of the Contract, whether or not the losses arising as a result thereof were paid under the Fidelity Bond.~~