



Connecticut Lottery Corporation

Request for Proposals #CLC202101

**ADDENDUM #1**

Multi-use 2nd Chance Drawing Platform and 2nd Chance Drawing Services

Proposer Questions and CLC Responses

February 26, 2021

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**Proposer Questions:**

1. (Part III, Section B)

**Question:** Do you have a rough estimate of the number of a) promotions, b) individual drawings, and c) total entries the system will facilitate per year?

**Answer:** It is anticipated that the CLC will run three (3) 2nd Chance Drawing promotions during fiscal year (FY) 2022, and four (4) 2nd Chance Drawing promotions each fiscal year in FY23 through FY26. Number of individual drawings per 2nd Chance Drawing promotion TBD.

Additional drawings or 2nd Chance Drawing promotions may be added at the CLC's discretion.

Based on prior 2nd Chance Drawings, the Solution will be expected to facilitate between 100,000 and 150,000 entries per 2nd Chance Drawing promotion.

2. (Part III, Section B.1.a)

**Question:** Will all accounts be required to register as new accounts, or is there an expectation to import existing player data into the system?

**Answer:** All accounts will be required to register as new accounts.

3. (Part III, Section B.1.b.ii)

**Question:** Will the bidder be required to provide mobile or browser scanning technology for ticket entry or will the entry system need to have APIs to integrate with an existing mobile app?

**Answer:** The Successful Proposer will be required to provide mobile or browser scanning technology for ticket entry. There is no API integration available.

4. (Part III, Section B.1.b.iv)

**Question:** How will the CLC provide ticket data for the bidder to reference for validation? Will there be draw system and instant ticket printer webservice? Will instant tickets be provided as hashfiles for each game?

**Answer:** A hashfile containing all eligible tickets will be delivered by the print vendor for each game with an associated 2nd Chance Drawing promotion.

5. (Part III, Section B.1.d.iv)

**Question:** Are you asking that the entry system have an API so 3<sup>rd</sup> party vendors can use the system for their promotions? Or by 'integration with 3<sup>rd</sup> party applications', do you intend for the bidder to use 3<sup>rd</sup> party APIs to add features to the system (like reporting applications, mail services, mapping, etc.)

**Answer:** The Successful Proposer will be the sole vendor managing the Platform and will provide all reporting. However, the Proposer may be called upon to provide APIs for providing information to the CLC's website/portal and mobile applications.

6. (Part III, Section B.1.e.ii)

**Question:** If the intention is to send push notifications in the mobile app, would the winning bidder have access to the CLC mobile app to facilitate messaging? Or would these be browser only notifications?

**Answer:** The current CLC mobile app does not have the ability to send push notifications. We would expect browser only push notifications.

7. (Part III, Section B.2)

**Question:** So long as proper security measures are employed and can be outlined/identified, are cloud computing services (AWS, Azure, Google Cloud) acceptable for hosting the 2<sup>nd</sup> chance entry system?

**Answer:** Cloud computing services may be used for hosting the 2nd Chance Drawing entry system so long as they conform to the CLC's security requirements.

Drawing Services must not be hosted on a cloud computing service.

8. (Part VI, Section K)

**Question:** Could you please confirm the amount of the required performance bond/letter of credit from this section?

**Answer:** \$20,000,000.

9. (Part I, Introduction (pg. 2)

Requirement:

“Each 2nd Chance Drawing will have defined parameters, including official procedures containing the specified number of drawings, prizes, eligibility, entry type (i.e., one time or advancing), etc.”

**Question:** Would the Lottery please clarify what is mean by “one time or advancing”?

**Answer:** One time: Entries qualify for a single drawing.

Advancing (Rolling): Non-winning entries from a drawing roll over into the next drawing.

10. (Part I.B, Schedule (pg. 3)

Requirement:

“Proposal Submission Date: March 16, 2021 at 2:00 PM EST.”

**Question:** Would the Lottery please extend the submission deadline for the proposal?

**Answer:** No. The CLC will not be able to extend the Submission Date/Time.

11. (Part I.B, Schedule (pg. 3) and Tab 5, Items 1.a and 1.b (pg. 16)

Requirement I.B, Schedule:

“Target Go-Live Date: September 1, 2021”

Requirement Tab 5, Item 1.a:

“The implementation timeline should set out the objectives and priorities, milestone dates, roles and responsibilities of individual(s) and organization(s), tasks and activities and other matters agreed upon by the CLC and the Successful Proposer with respect to the implementation, hosting, and maintenance and support of the Platform and performance of Drawing Services based on an anticipated contract start date of June 21, 2021 and Go-Live Date of September 1, 2021.”

Requirement Tab 5, Item 1.b:

“Proposers must detail the steps involved in installing and implementing the components of the Solution ensuring the successful Go-Live Date that the CLC has established. Should Proposer’s have reason to believe that the CLC’s anticipated Go-Live Date will not be realized as expected, the CLC requires an explanation for that alternate date.”

**a) Question:** Would the Lottery please explain the reasoning behind a target go-live date of September 1, 2021?

**Answer:** The target go-live date for the Solution is September 1, 2021.

**b) Question:** When is the first second-chance promotion the Lottery intends to offer via the new platform?

**Answer:** The target go-live date for the Solution is September 1, 2021.

**c) Question:** If there are no planned second-chance promotions following the September 2021 Go-Live, would the Lottery be open to a phased approach to implementation of the new platform solution in which the full solution, including third-party age verification and geo-location of players submitting tickets, was complete by the first planned second-chance promotion of 2022?

**Answer:** No. The target go-live date for the Solution is September 1, 2021.

12. (Part III.B.1.a.ii.a.2, Registration & Accounts (pg. 9))

Requirement:

“the CLC is seeking solution that can verify age and identify without requiring players to provide sensitive information, such as social security number or credit history”

**Question:** Does the Lottery consider the last four of a social security number (SSN4), rather than the entire nine-digit number, sensitive information?

**Answer:** The CLC considers the last four digits of a social security number (SSN4) to be sensitive information.

13. (Part III.B.1.a.vi, Registration & Accounts (pg. 10))

Requirement:

“Allow registered players to view their drawing entries – both expired and pending – until the official expiration date for the 2nd Chance Drawing has occurred.”

**Question:** Would the Lottery please explain when drawing entries would be considered “expired” and when they would be considered “pending”?

**Answer:** For a 2nd Chance Drawing promotion that includes multiple Drawings, expired entries refers to entries for Drawings that have already taken place, and pending entries refers to active entries for upcoming Drawings in the same 2nd Chance Drawing promotion.

All entries must be retained in the entry database for the duration of each 2nd Chance Drawing promotion, regardless of whether or not they are selected in a Drawing, to ensure that no entry can be submitted more than once during the 2nd Chance Drawing promotion.

One hundred eighty (180) calendar days following the final Drawing date, the Successful Proposer will transfer to the CLC the computer drawing files used for the Drawing(s), the Drawing reports, and all personally identifiable information collected from participants.

14. (Part III.B.1.b.i and Part III.B.1.b.v, Ticket Entry & Collection (pg. 10))

Requirement B.1.b.i:

“Secure encrypted collection, maintenance, and storage of player entries of qualifying tickets (including winning or non-winning tickets for eligible instant games as determined by the CLC and approved by DCP) for 2nd Chance Drawings. The Successful Proposer will be solely responsible and liable for the security of the information contained in the entries submitted via the Platform.”

Requirement B.1.b.v:

“Ability to include multiple eligible instant games per 2nd Chance Drawing.”

**Question:** Could the Lottery please confirm their intent to incorporate instant games and draw games for entry into second-chance promotions?

**Answer:** At this time, draw games will not be included in 2nd Chance Drawings. The Solution must include the ability to include multiple instant games (for example, a family of instant games at different price points or both winning and non-winning tickets) in a 2nd Chance Drawing, as designated by the CLC.

15. (Part III.B.1.e.ii, Communication & Customer Support (pg. 10)

Requirement:

“Ability to send push notifications, email, and text messages to players regarding new games, promotions, events and other news the CLC wishes to communicate.”

**Question:** Could the Lottery please provide details as to the quantity and frequency communications will be sent for each channel (push notifications, email and text message)?

**Answer:** The CLC anticipates sending a minimum of one notification to each registered email address and/or mobile device per 2nd Chance Drawing promotion. Frequency TBD at a later date.

**Question:** What is the size of the Lottery’s addressable marketing list currently?

**Answer:** As of 2/22/21, 41,505 contacts.

16. (Part III.D, Offered Options (pg. 13)

Requirement:

“Proposers may offer options not identified or requested in this RFP. If a Proposer would like to propose ways to enhance or support the Platform or meet the CLC’s Solution goals and objectives, then Proposers are encouraged to identify these opportunities as “Offered Options.” Proposers must provide separate pricing for Offered Options even though pricing may be at “no charge.” The CLC may choose not to purchase any Option, and makes no commitment regarding the timing for acquisition of any Option. Please note that due to current legal and regulatory restrictions, the CLC is not able to offer interactive games or point accumulation at this time.”

**Question:** If proposers present Offered Options that are not at “no charge”, and currently not available for pricing, is it permissible to state “TBD”?

**Answer:** No, TBD pricing is not allowed for Offered Options. All Offered Options must be listed on the Price Proposal and must have a price. Proposers may include “Not To Exceed” pricing if they are unable to determine exact pricing.

17. (Part IV, Submission Requirements & Proposal Contents (pg. 13)

Requirement:

“Proposers must submit one (1) original and ten (10) printed copies of their full Proposals. Proposers must also submit an electronic “searchable” PDF/Word (on CD/DVD/USB Stick) version of their full Proposals (See Part IV, Paragraph B for instructions on submitting a second electronic version of Proposals redacted to exclude Proposer Confidential Information).”

**Question:** Given the current state of the pandemic, for the safety and well-being of employees and their families, our company is strictly enforcing limited access to our facility. Only a limited number of critical personnel are allowed to enter the building due to strict social distancing rules and regulations, in order to protect essential personnel. Therefore, would the Connecticut Lottery remove all requirements to provide hardcopies by the specified due date and amend requirements to allow for electronic submissions on USBs only, to be shipped to the Lottery? Production of hard copies requires people to work in relatively close quarters with one another, making it difficult at best during these times.

**Answer:** While the CLC is sympathetic to pandemic restrictions and agrees with current health regulations, the CLC requires hard copy Proposals for this solicitation, submitted at the date/time set forth in the RFP.

18. (Part VI, Special Provisions, Item B, CT DCP Licensing Requirements; Background Checks (pg. 23) Requirement:

“Due to the sensitive nature of the contract, the Successful Proposer and Key Persons must be separately licensed by the CT DCP in accordance with Section 12-815a of the Connecticut General Statutes. The Successful Proposer will pay all application fees and costs associated with obtaining and maintaining such licenses without pass-through to the CLC. The CLC or the CT DCP may at any time extend licensing requirements to include other CLC-pre-approved individuals and entities that the Successful Proposer assigns to perform contract activities or otherwise for the benefit of the CLC.”

**Question:** Is the required licensing the same as the licensing requirements for current Lottery contracts? If so, are those currently licensed under current contracts compliant for the purposes of this RFP requirement?

**Answer:** Current/valid licenses would carry over. Any additional employees assigned to the CLC account would need to be licensed prior to initiating any work on the Solution.

19. (Part VI, Special Provisions, Item H, End of Contract and Transition to New Vendor (pg. 26) Requirement:

For a variety of reasons, the contract between the CLC and the Successful Proposer will terminate or eventually end naturally, and the CLC may engage with a successor vendor to provide a replacement Solution. The CLC may utilize part of the last year of the contract or of any extension thereof for conversion to a replacement solution. The Successful Proposer, at no cost or expense to the CLC, agrees to cooperate and collaborate fully with the CLC and the CLC’s designated new vendor for the entire duration of the end of contract conversion in a courteous and expeditious manner, which shall include the sharing of all Solution-related Data stored in the Successful Proposer’s Solution and providing all necessary or helpful assistance.

**Question:** This provision requires that in connection with end of contract transition the Successful Proposer share “all Solution-related Data” with the new vendor. Please confirm that the requirement to share “Solution-related Data” does not include disclosing the Successful Proposer’s confidential or proprietary information with the new vendor, and that if it does require such disclosure it will only be undertaken following the new vendor entering into appropriate confidentiality and related obligations (e.g., IP licensing if needed)?

**Answer:** The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

20. (Part VI, Special Provisions, Item I, General Indemnification, Items I.2.b and I.2.c (pg. 27)  
Requirement:

If the CLC's permitted access to or use of the Solution (or any aspect of it) is endangered or disrupted by reason of an Infringement Claim, or, in the CLC's reasonable opinion, likely to become subject to an Infringement Claim, then in addition to the Successful Proposer's Infringement Claim indemnification obligations and any rights and remedies the CLC may have, the Successful Proposer will, at the CLC's sole option but at the Successful Proposer's sole cost and expense (i) procure the right for the CLC to continue to access and use the deliverable under the terms of the contract or under substantially similar terms or modify or replace the aspects of the deliverable that infringe or allegedly infringe to make them non-infringing; provided that the replacement or modified deliverable is substantially equivalent in functionality and security as the originally provided deliverable. If the CLC determines that neither (i) nor (ii) is reasonably possible, then, in addition to any rights or remedies the CLC may have, the CLC will have the right to terminate the contract with respect to the entire Solution or an infringing or allegedly infringing aspect of it, at CLC's election, and the Successful Proposer will refund to CLC: a.) the full Platform license fees paid by CLC over the contract, plus the unused portion of annual maintenance and support fees paid by CLC for the then-current maintenance period as determined from the effective date of termination of the contract or in each case with respect to the infringing or allegedly infringing aspect of it; and The full services fees paid by CLC over the contract, including for the creation and implementation of the Solution or the infringing or allegedly infringing portion it. In any case, the Successful Proposer, at its sole cost and expense, will secure the right for the CLC to continue using the infringing or allegedly infringing deliverable for a transition period of no less than six (6) months to allow the CLC to replace the affected deliverable without disruption.

**Question:** This provision provides the CLC with certain indemnification and remedies in connection with intellectual property infringement claims, including full refund of all Platform license fees and related unused support fees. In connection with the Platform license fees and full-service fees, is it correct that this right will be limited to such fees that followed the implementation of the infringing intellectual property? For example, it does not seem a reasonable remedy in circumstances where the infringing intellectual property is not used until the third year of the contract, that the CLC receives a full refund of all Platform license fees and full service fees back to the start date of the contract.

**Answer:** The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

21. (Part VI, Special Provisions, Item I, General Indemnification, I.5 (pg. 27)

Requirement:

If the CLC requests the Successful Proposer to defend any Action, then the CLC reserves the right to approve counsel chosen by the Successful Proposer and, subject to the approval of the relevant insurance carrier, to participate in the defense. In addition, the CLC retains the right to approve the terms of any settlement or compromise that affects the CLC's rights under the contract or imposes any obligations on the CLC. Alternatively, the CLC has the right to defend any Action itself and select counsel of its own choice, subject to the approval of the insurance carrier. No insurance carrier approval will be required if (i) the Successful Proposer has not engaged counsel to defend an Action within a reasonable time after receiving notice of the Action or (ii) the CLC

reasonably concludes that there may be defenses available to it, which are different from or additional to those available to the Successful Proposer. If the CLC assumes its own defense, then the Successful Proposer will reimburse the CLC for all costs and expenses of whatever nature as they are incurred within twenty (20) Business Days after the Successful Proposer's receipt of a statement of such costs and expenses, including, without limitation, legal costs.

**Question:** This provision provides certain approval rights for the CLC in connection with the selection of counsel and settlement of infringement claims. Please confirm that such approval will not be unreasonably withheld, delayed or conditioned.

**Answer:** The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

22. (Part III, B. Solution Requirements & Specifications, e. Communication & Customer Support, page 10)

**Question:** Would the Lottery please confirm whether they envision the vendor delivering push notifications, email, and text message services as described in this section?

**Answer:** Yes. Refer to the response to Question #6 regarding push notifications.

**Question:** Please elaborate on how these services will be offered as part of the second chance platform.

**Answer:** The CLC expects to use these services to alert players to drawing entry deadlines, upcoming drawings, drawing results, new 2nd Chance Drawing promotions, and other consumer communications related to 2nd Chance Drawings.

23. (Part IV, A. Submission Requirements)

**Question:** Due to the ongoing public health crises related to the COVID-19 pandemic, would the Lottery consider accepting electronic proposal submissions (i.e., email or other means of secure file transfer) instead of physical submissions?

**Answer:** Please refer to response to Question #17.

24. This is with regard to your requirement for Request for Proposal for CLC202101 Multi-use 2nd Chance Drawing Platform/Services:

**a) Question:** Whether companies from Outside USA can apply for this? (like, from India or Canada)

**Answer:** Companies from outside the United States can apply. The Successful Proposer must be registered with the Secretary of State to do business in Connecticut, licensed by the CT DCP and meet all applicable requirements of the RFP.

**b) Question:** Whether we need to come over there for meetings?

**Answer:** The Successful Proposer will be required to attend meetings at CLC HQ as requested. Due to the current pandemic, meetings may be held virtually.



**c) Question:** Can we perform the tasks (related to RFP) outside USA (like, from India or Canada)

**Answer:** Proposers must identify all tasks that they may perform from outside of the United States and the location of these activities. Due to privacy and security concerns with the Solution and information collected and processed in connection therewith, certain tasks performed by the Successful Proposer will be restricted only to the United States. For example, the Successful Proposer's data centers and hosting facilities must be physically located in the United States. The CLC will discuss the tasks that may and may not be performed outside of the United States with the Successful Proposer prior to contracting.

**d) Question:** Can we submit the proposals via email?

**Answer:** Please refer to response to Question #17.