

RHODE ISLAND LOTTERY

REQUEST FOR PROPOSAL

FOR

PULL TAB TICKETS



Your Rhode Island Lottery

**1425 Pontiac Avenue
Cranston, Rhode Island 02920
401-463-6500**

SECTION A – GENERAL INFORMATION

1. LOCATION

- A. The State Lottery Division of the State of Rhode Island Department of Revenue (hereinafter “RIL”) is located at 1425 Pontiac Avenue, Cranston, Rhode Island 02920.

2. GENERAL

- A. It is the objective of the RIL to provide players with pull tab lottery tickets that make possible the winning of an instant prize. Such pull tab tickets must be of the highest quality to maintain the integrity of the RIL.
- B. The purpose of this Request for Proposal (RFP) is to solicit technical and cost proposals for the procurement of RIL Pull Tab Tickets. Packaged tickets are to be delivered in completely finished form ready for distribution by the RIL to retailers without additional numbering, finishing, or packaging.
- C. The RIL averaged approximately five million (5,000,000) tickets over the life of the last five-year (5) contract.

3. TYPE AND LENGTH OF CONTRACT

- A. The terms of this contract shall commence on the execution date of the contract and shall be for five (5) years, with the option of the RIL to extend the contract annually for up to three (3) one (1) year extensions under the same terms and conditions of the initial contract. Such options for extensions are at the discretion of the RIL and may be executed at any time.
- B. The RIL also reserves the right to accept proposal(s) in whole or in part and to negotiate terms, conditions, and provisions in addition to those stipulated in this RFP.
- C. The State reserves the right to award this contract on price alone.
- D. The laws of the State of Rhode Island, including the State’s General Condition of Purchase, shall govern any contract(s) resulting from this RFP.
- E. Contract will be awarded to one (1) sole vendor.

SECTION B – REQUIREMENTS OF RESPONDENTS

1. BID RESPONSE REQUIREMENTS

- A. Bidders are expected to provide the RIL with all information, demonstrations, and evidence, which will make possible the selection of a bidder or bidders to be awarded a contract in a manner which best serve the interests of the RIL.
- B. Bidders must submit a brief written statement that explains why it best meets the objectives of the RIL and this invitation to bid. The statement shall describe any additional features, aspects, or advantages of bidder products and services in any relevant area not covered elsewhere in its proposal (the written statement shall not exceed two (2) pages).
- C. Bidder is given wide latitude in the degree of detail it offers or the extent to which it reveals plans, designs, systems, processes, and procedures.
- D. Bidders are cautioned that the RIL has the right to use any and all ideas presented in reply to this RFP. Any portions of the vendor's response that is proprietary or confidential should be designated as such by the vendor. However, the final determination on confidentiality shall be made in the sole discretion of the RIL. Except as otherwise noted, the document(s) submitted are to be fully responsive to the specific requirements stated in the RFP.

2. VENDOR EXPERIENCE

- A. Vendors must have five (5) years experience in design, manufacture, and administration of pull tab tickets for at least two (2) members of the National Association of State and Provincial Lotteries (NASPL).
- B. Vendors shall submit a list of all current customers that can be used for reference or comparative purposes.

3. VENDOR QUALIFICATIONS

- A. The RIL reserves the right not to award a bid based solely on cost and may award a bid based on a combination of quality of product, services, and experience of the vendor, as well as participation in Minority Business Enterprises "MBE", Woman Business Enterprises "WBE", Disability Business Enterprise "DisBE", and Veteran Business Enterprise ("VBE").
- B. All vendors must include, with their bid, confirmation that they have registered as a State vendor on the State Purchasing website – www.purchasing.ri.gov.

- C. Foreign corporations, LLCs, and LLPs are required to register and be in good standing with their home state's Secretary of State. In addition, if travel and services are to be provided in Rhode Island, they must register with the Rhode Island Secretary of State.
- D. Prior to the final award of a bid, a successful out-of-state vendor providing services will be required to file an Application for Certificate of Authority as a Business Corporation/Foreign Business Corporation at the Rhode Island Secretary of State's website – www.sos.ri.gov and must remain a member in good standing. This will require an initial filing fee as well as yearly filing.
- E. Government/Non-Profits are required to register and be in good standing with their home state's Secretary of State.
- F. Rhode Island corporations, LLCs, LLPs and non-profits are required to register and be in good standing with the Rhode Island Secretary of State.

4. NOTIFICATIONS TO VENDORS

- A. All proposals are submitted at the vendor's sole risk and expense. The RIL shall not, under any circumstances, be responsible for any costs or expenses incurred in submitting a response to this solicitation.
- B. Vendors are advised that all materials submitted to the RIL for consideration in connection with a proposal are subject to the Rhode Island "Access to Public Records Act" as codified in R.I. Gen. Laws §38-2-1, *et seq.* ("APRA") and shall be available for public inspection upon request once an award has been made. Any information submitted in response to this RFP that a vendor believes is trade secret or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is so marked should be withheld from public disclosure. Vendors are advised that the RIL may release records marked confidential by a vendor upon a public records request if the RIL determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature or otherwise qualifies as an exception under APRA.
- C. Vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

- D. All pricing submitted by vendors will be considered to be firm and fixed unless otherwise indicated in the proposal.

5. SUMMARY DESCRIPTION OF VENDOR COMPANY

- A. Vendors must provide the following in their bid response:
- Date of establishment of company
 - Principals of company and organization structure
 - Annual sales history for previous five (5) years
 - Company products including samples of printing products
 - Number of plants, locations, and size (sq. ft.)
 - Location, size of plant where pull tab tickets for this bid will be produced
 - Number of employees
 - Description and listing of printing and bindery equipment
 - Summary description of resources and financial stability of company
 - Name, location, and title of individual(s) to be assigned to service the RIL for orders, deliveries, quality problems, pull tab ticket designs, etc.
 - Resume and qualifications of the account executive
 - Audited financial statements for the last three (3) years

6. PRICING

- A. Vendor shall include all costs from initial game design to delivery of finished tickets to the RIL in one all-inclusive price as its “basic ticket price.” The “basic ticket price” shall include all ticket specifications and support requirements set forth in the proposal as production requirements.
- B. Vendor should note on a separate options sheet the cost to design artwork, multiple game orders, additional programming, and any other options vendor would like to list.
- C. Prices submitted with proposals under this RFP must be stated in United States dollar amounts per one thousand (1,000) tickets.

7. TICKET SIZES AND QUANTITIES

- A. The RIL requests pricing for one and three-quarter inch x three and three-quarter inch (1-3/4" x 3-3/4"), five (5) tab with inventory bar code.
- B. Vendor must be capable of producing tickets within one-eighth inch (1/8") +/- of the above ticket sizes.
- C. Size should be in a format showing prices for one million (1,000,000), one million five hundred thousand (1,500,000), two million (2,000,000), two million five hundred thousand (2,500,000), three million (3,000,000), three million five hundred thousand (3,500,000) four million (4,000,000), and five million (5,000,000) ticket orders.

8. TICKET SAMPLES

- A. Vendor must supply fifty (50) sample pull tab tickets that are currently being used or from previous games that they designed and manufactured for other members of NASPL.
- B. Vendor must provide a catalog of all games currently available.

9. PERFORMANCE GUARANTEE

- A. If the vendor is a subsidiary corporation, its parent corporation shall also be required to enter into agreement and unconditionally guarantee the performance of the vendor under the agreement.

SECTION C - REQUIREMENTS OF TICKET QUALITY

1. TICKET QUALITY REQUIREMENTS

- A. The vendor must recognize that the RIL requires a product of exceptionally high quality. The RIL will require a color proof of the ticket so that it can verify the ticket graphics and make color changes or other corrections if necessary. Additional proofs would be required after color changes and/or corrections. Tickets will be inspected upon delivery. The RIL reserves the right to inspect up to one hundred percent (100%) of the tickets for any and all aspects to assure compliance with specifications herein.
- B. The requirements must include an online communication to view changes to colors, graphics, or artwork.

2. TICKET CONSTRUCTION

- A. Graphic Design – All graphics appearing on pull tab tickets supplied under this procurement must be of high professional quality in design and execution. Rough art, color keys, and press proofs must be submitted to the RIL upon request for approval prior to production printing of tickets.
- B. Print Quality - Ticket faces, backs, and hidden symbols must be printed in a manner appropriate to a high-quality product. There must be a virtual absence of misregistration, hickys, machine marks and other printing errors that could detract from the overall appearance of the individual ticket.
- C. Paper Stock – The basic pull tab ticket construction is two-ply, a face and a back. High-quality coated board stock must be used for the face ply (coated side out). The back stock used in this construction should be mill produced .010” - .012” carbon black opaque stock (lottery stock).
- D. Thickness - Total aggregate ticket thickness, including both paper plies and glue, shall be in the range of .019 to .024. This may be obtained through any combination of ply thicknesses; however, when plies of varying thickness are used, the heaviest stock must be used for the face ply.
- E. The opening windows will be evenly spaced top to bottom and side to side on each ticket. Each ticket will contain five (5) tab openings, perforated on both top and bottom horizontal lines with three vertical perforations at the end of the tab, where the tab must be grasped for opening. Perforations and die-cutting will allow easy opening by the public while at the same time not permitting tickets to be accidentally opened in normal handling. The perforations are designed and manufactured so that symbols may not be viewed without breaking the perforations. The tab openings will be one and three-eighth (1-3/8) inches x nine-sixteenths (9/16) of an inch (+/-) on the five (5) tab ticket.
- F. Lamination – Tickets shall be pattern glued horizontally and vertically such that each of the five (5) play symbol areas is sealed on all four (4) sides.
- G. Durability – Tickets that have been printed and sealed must maintain their original crisp appearance, must not warp, and must remain properly sealed, regardless of environment encountered in normal handling and usage, for a minimum of two (2) years after delivery by the vendor to the RIL.

3. PRIZE STRUCTURE

- A. Winning prize structure and ticket count shall be determined by the RIL. Consideration will be given to manufacturer's sheet size and layout when specifying ticket count.

4. SECURITY

- A. Pull tab tickets to be furnished under this procurement must conform to reasonable security tests as determined by the RIL. Tickets must contain, at a minimum, the following features:
 - 1. Opacity – Concealed numbers or symbols must not be visible or in any way discernable from outside the ticket using high-intensity lamps (light intensities of no less than ten thousand (10,000) foot candles). Protection should be provided by the use of virtually opaque paper stock.
 - 2. Randomization – All packs supplied under this procurement must be assembled so that no winner or non-winner patterns exist. Each row of tickets must be mixed with sufficient thoroughness to eliminate any possibility of patterns between symbols on winning and non-winning tickets that could lead to prize manipulation or “pick out.” The mixing must also be sufficient to remove all visible patterns imposed by the manufacturing process. The vendor must be able to demonstrate that such randomization is ensured by the usage of programmable computer-driven packaging equipment and guarantees that the RIL's criteria are satisfied. Randomization and packing procedures must also comply with NAFTM and NAGRA standards.
 - 3. Winner Protection – Each pack must have a validation system that will significantly reduce the possibility of winning tickets from previously played packs or forgeries being introduced as a valid winner. The RIL requires a system wherein the winners in the three highest tiers in each pack are identified by a validation number or symbol printed adjacent to the winning symbol and unique to the high-tier winners in that pack. A further requirement of this system would be inclusion of the unique winner validation information and instructions for its use in each pack. Regardless of the system used, game packs are to be packed into master cases in a manner that will ensure that the winner validation numbers or symbols are unique for each pack in the case. There is the additional requirement that high-tier winners also bear distinctive markings to identify them as winning tickets for the convenience of the player and to provide further protection from paste-up forgeries. It

is a further requirement that none of the top-tier winning symbols appear as a portion of a non-winning symbol. Examples of verification symbols would be use of a specific number keyed to particular winners, changing symbol colors for winners, the use of benday patterns, or similar feature. A hidden win code is also required (See Example #1).

4. Color Consistency – The various graphic colors on individual tickets shall be consistent from ticket to ticket, tier to tier, and pack to pack. It should not be possible to detect or pick out winning from non-winning tickets through variations in printing graphics or colors, especially those involving different printing plates.
5. Guillotine Cutting Variations – Guillotine cutting of tickets shall be accomplished with sufficient precision to prevent the isolation within a pack of winning or potential winning tickets by minor variations in size or ticket cut.
6. Serial Numbering – Each ticket in a pack must be imprinted with a serial number that is unique to the tickets in that pack. This serial number must be placed in a conspicuous location on the face of the ticket (ply opposite the ply containing the opening tabs) and contain a minimum of six digits. All packs supplied to the RIL under the contract to be issued as a result of this procurement must contain sequential serial numbers. There shall be no duplications of serial numbers within a given game type.

5. MANUFACTURING WARRANTIES

- A. Over-redemption of Winning Tickets – Vendors submitting proposals for contract award under this procurement must agree to warrant packs of pull tabs manufactured by them against over-redemption of winning tickets. Any prizes paid in excess of those prescribed by the game structure will be refunded in full by the manufacturer.
- B. Defective Packs – The vendor must agree to recall or repair or replace, at vendor's expense, any packs deemed defective by the RIL.

6. GAME SUPPORT ITEMS

- A. The RIL requires that each game printed be accompanied by two packs of sample tickets, each containing a minimum of one thousand five hundred (1,500), up to a maximum of three thousand (3,000), tickets.

- B. The RIL requires one thousand (1,000) four inch x six inch (4" x 6") colored flare cards per game (See Example #2).

7. SHIPPING CARTONS

- A. Cartons will be labeled (See Example #3) with a computer-produced bar code label showing game name, carton number, and pack numbers. The shipping carton size is at the option of the vendor with RIL approval. Cartons may not be less than one hundred percent (100%) full.
- B. Individual ticket packs shall consist of a one hundred twenty-five (125) pound tested, corrugated box divided into four (4) even or nearly even rows. The box will be organized so that there are two (2) layers of tickets with two (2) rows in the bottom layer and two (2) rows in the top. Each row is to be separated from the other by separators so that tickets will not migrate between rows during handling or shipment. Completed packs must be shrink-wrapped using a method that completely encloses the box. Individual packs must also be labeled.
- C. Other pack sizes and configurations may be required.
- D. The size of the pack will determine how many packs will be sealed into each two hundred (200) pound tested corrugated master case.
- E. A four inch x six inch (4" x 6") flare card must be attached to each pack with the front side up. See Example #2 for size and content requirements.

8. SKIDS

- A. To avoid possible damage, cartons should not extend beyond the base of the pallet. Pallets are to be wrapped (top and sides), corner and edge protected. Cartons are to be packed on pallets with highest carton number on the bottom layer of the pallet, lowest carton number on the top layer of the pallet. Pallets are to be forty inches x forty-eight inches (40" x 48"), with three (3) runners four inches (4") high and forty inches (40") long to allow forklift to enter on the forty inch (40") sides, each pallet to have center brace.
- B. There should be no more than forty (40) cartons per pallet. Pallets will not exceed four (4) cartons in height. Total pallet height (including pallet) not to exceed seventy inches (70").
- C. Note: Carton and skid information in this RFP is based on current usage and is subject to change.

9. TRANSPORTATION

- A. Tickets are to be transported to the RIL in locked, sealed, exclusive-use trucks, or locked, sealed, airfreight containers. Deliveries are to be F.O.B. RIL warehouse.

10. WAREHOUSING

- A. Finished games must be held in a secure location under the total control of the manufacturer until shipped to the RIL. The manufacturer must be capable of storing finished games indefinitely until a full or partial shipment is requested by the RIL.

11. SUBCONTRACTING

- A. Any subcontracting of any portion of this RFP must be approved by the RIL.

12. INVENTORY FILE REQUIREMENTS

- A. The successful vendor will provide the RIL with an inventory file which must be delivered to the RIL via a method (i.e. USB, email attachment, etc.) acceptable to the RIL. Each game must have its own inventory file.
- B. The comma separated file must detail the serial number of each pack and the case number. Pack serial numbers and case numbers cannot be skipped, must be numeric, and must go in order as indicated below. Each pull tab game must have its own inventory file.

1006977,1717
1006978,1717
1006979,1717
1006980,1717
1006981,1718
1006982,1718
1006983,1718
1006984,1718

- C. The Vendor will also provide the RIL with a separate documented manifest detailing the game name, serial number of each pack, and case number with a total count of all the packs shipped in the order for each game shipped.

Example:

Game Name

Date: mm/dd/yyyy

| Pack Serial No. | Pack Case |
|-----------------|-----------|
| 1006977 | 1717 |
| 1006978 | 1717 |
| 1006979 | 1717 |
| 1006980 | 1717 |
| 1006981 | 1718 |
| 1006982 | 1718 |
| 1006983 | 1718 |
| 1006984 | 1718 |
| Total Packs | 8 |
| Total Cases | 2 |

13. TIME SCHEDULE

- A. The vendor shall submit a schedule, which reflects the vendor's minimum time requirements from receipt of notification by the RIL of its desire to commence work on a game to delivery of game tickets to the RIL. Vendor should indicate if this schedule would apply to the first game ordered. Time from receipt of the signed Working Papers to ticket delivery shall be thirty (30) days.

14. GAME NAME

- A. The vendor will obtain and pay for a federal trademark search, and a state trademark search within the state, on the name chosen for the game, and obtain a written opinion from the trademark counsel of the use of this name for the game by the state. The RIL shall then review the opinion and decide upon the name of the game and embody its decision in its final mechanical art of the game.

15. PATENT/COPYRIGHTS

- A. Vendor agrees to indemnify and hold harmless the RIL, its employees, retailers, successors, assignees, customers, and users of the goods herein described against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement of any patent letters relating to such goods or for the use of any copyrighted composition. Vendor shall be liable to the RIL resulting from such claim, and vendor agrees that it will assume the defense of any and all such suits and pay the cost and expenses incidental thereto, subject to the right of the state to provide additional legal counsel at its own expense.

16. SECURITY PLAN

- A. The vendor shall provide a detailed security plan by which it intends to produce the pull tab tickets. The plan will include plant security, ticket construction security, and anticounterfeiting security, plan design security, redemption security, game and design security, etc. Also, the plan should include measures taken to minimize and detect ticket alteration and counterfeiting attempts.
- B. The vendor shall identify potential security problems and its method of handling these problems. An understanding of the overall importance of security in all phases of design, materials, procurement, production, transportation, storage, distribution, validation, and disposition of game tickets is to be made manifest in the procedures, methods, controls, and accounting systems of the program plan. It is intended that all sections and paragraphs of this RFP have implied the essential need for security, though such may not be explicitly stated.
- C. The vendor must make clear and specify the precautions, safeguards, inspections, reporting, and other measures included in the entire program.
- D. Vendors must specifically note that plant security for ticket production must be approved by the RIL before ticket printing commences. The RIL must be convinced, beyond reasonable doubt, that the vendor has the capability and integrity required to maintain constant vigilance against any breach of security.
- E. Failure to meet or maintain RIL approved security standards will be grounds for exclusion from further consideration, or if a contract has been awarded, will be grounds for immediate cancellation of the contract.

17. NOTIFICATION OF BREACH

- A. The vendor must notify the RIL Director immediately via telephone and in writing of any breach of security experienced by the vendor during the term of this contract, especially break-in or theft or disappearance of any paper stock, tickets, waste, printing plates, etc.

18. PROPERTY OF LOTTERY

- A. Tickets produced for the RIL are proprietary materials, and shall not be furnished by the vendor to any other country, state, organization, company, agency, jobber, distributor, or individual other than the RIL.

19. RIGHT OF INSPECTION

- A. Authorized personnel of the RIL shall have the right to inspect, without prior notice, any phase of the production of the games including any phases performed on the premises of a subcontractor. Vendor must agree to provide such right of access to the RIL and require a similar right of access for all subcontractors.

SECTION D - OTHER GENERAL REQUIREMENTS

1. OTHER GENERAL REQUIREMENTS

- A. The vendor shall provide resumes of its key officers, employees, and other personnel involved in RIL procedures. The vendor may be required to disclose additional information on personal background including finances.
- B. The vendor shall describe its experience in providing pull tab tickets to other state lotteries.
- C. The vendor shall provide the names and functions of the specific individuals who will be assigned to work on pull tab tickets for the RIL. The RIL has the right to reject any personnel, and the vendor will have the obligation to immediately replace said personnel. The RIL has no obligation to disclose why said personnel was rejected.
- D. The vendor shall describe the methods employed in manufacturing the ticket.
- E. The vendor shall describe security measures taken in all stages of computer programming, preparation work, ticket manufacturing, and transporting. The vendor will also be required to have an independent audit performed on all games printed.

- F. The vendor shall describe individual ticket security features available for the proposed ticket.
- G. To allow for a complete evaluation of the integrity, background, and character of potential suppliers, each bidding vendor and parent corporation, if the vendor is a subsidiary corporation, shall comply with each of the following:
1. A disclosure of the details of any conviction, judgment, or subject of any investigations in a state or federal court against the bidder or any offense related directly or indirectly to any business activity involving participation in the state lottery business;
 2. A disclosure of the details of any litigation during the past three (3) years that is completed, in progress, or pending, between the bidding vendor and any partner, private or governmental;
 3. A disclosure of the details of any bankruptcy, insolvency, reorganization, or any pending litigation involving fraud or deceit against the bidder;
 4. The vendor must disclose who, if anyone, gets a commission or other value from the vendor contingent upon being selected.
- H. Failure to provide the detailed information required by the RFP may result in disqualification of a bidding vendor from the evaluation process. In addition, the RIL may deny a contract with vendor, or any affiliated entity, if any of the following apply:
1. False statements have been made in any information provided in the above-required disclosures;
 2. Any of the entities, or principals of entities, have been convicted of an offense involving dishonesty or any gambling-related offense.
- I. The bidding vendor shall state whether or not any of the following have occurred:
1. During the last two (2) years, the bidding vendor was assessed any penalties under any of its existing or past contracts with any state, provincial, or other lottery. If so, indicate the public jurisdiction, the reason for the penalty, and the penalty amount of each incident;

2. During the last two (2) years, the bidding vendor has had to delay or nullify any contractually required ticket production under any of its existing or past contracts with any state, provincial, or other lottery;
3. During the last two (2) years, the bidding vendor, subsidiary or intermediary company, parent company, or holding company was the subject of any order, judgment, or decree of any state or federal authority barring, suspending, or otherwise limiting the right of the bidding vendor to engage in any business, practice, or activity.

2. ERROR AND OMISSIONS INSURANCE

- A. For the period of the contract, the vendor shall be required to obtain a blanket error and omissions liability insurance one hundred thousand dollars (\$100,000.00). A company authorized to do business in the State of Rhode Island must execute the insurance policy. The vendor shall insure that the insurance company sends the certificate to the RIL Director.
- B. The insurance policy will cover the risks and limits set forth below in Sections 3(A), (B), and (C).

3. OVER-REDEMPTION

- A. The selected vendor will be required to provide insurance protection for the reimbursement of the RIL for over-redemption due to any errors and/or omissions associated with the pull tab game tickets required under this specification.
- B. Coverage will be obtained to indemnify the RIL for the purchase price of unsold tickets if a pull tab game is terminated because winning tickets can be identified before play, ticket-manufacturing quality is unacceptable, or claims and redeemed tickets deviate from the approved prize structure.
- C. Coverage will be obtained to indemnify the RIL for up to for expenses incurred (i.e. advertising, promotion, etc.) for which the RIL did not receive full value because the RIL discontinued a game, because manufacturing quality was poor, claims and redemptions deviated from the approved prize structure, or retailers were able to identify winning tickets before play.

4. LITIGATION/PERFORMANCE BONDING

- A. Each vendor must submit with its bid a litigation bond in the amount of one hundred thousand dollars (\$100,000.00). A claim upon the bond may be made by the RIL if:

1. The vendor brings any legal action or protest against the State of Rhode Island, RIL, or any individual member thereof, or any employees of the RIL, over the award of the pull tab contract; and
 2. The RIL is the prevailing party at the conclusion of the litigation; and
 3. The court decision determines that the action or any portion thereof was frivolous, was brought in bad faith, or was not brought upon reasonable grounds.
 4. The bond shall remain in effect two (2) years from the bid submission date. Vendors may request, and the RIL may grant, a release of the bond after six (6) months from the bid submission date in return for a release and covenant not to sue in a form acceptable to the RIL. The successful vendor may request such a release. The release may be granted at the time of contract execution.
- B. The successful vendor will be required to submit, at the time of the contract execution, a performance bond in the amount of one hundred thousand dollars (\$100,000.00). The bond must be executed by a company authorized to do business in the State of Rhode Island and must meet the approval of the RIL. The bond shall be maintained in full force during the term of the contract.

SECTION E - CONTRACT AWARD CRITERIA

1. CRITERIA

- A. RIL reserves the right to select the vendor that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion. An award will be made to the vendor who, in the sole judgment of the RIL, meets all of the requirements of the specifications, terms, and conditions contained herein.
- B. Vendors may be required to submit additional written information or be asked to make an oral presentation before the RIL to clarify statements made in the proposal.
- C. Vendors are to understand that the criteria used in the selection process are both objective and subjective and that price may not be the only determining factor. Integrity, experience, financial resources, and capabilities of the vendor, and other relative matters will also be taken into consideration, as well as record of successes (and failures if applicable) with other lotteries.

- D. The right is reserved to determine which vendors have met the basic requirements of this RFP and to determine whether any deviation of the requirements of the specifications, terms, and conditions contained herein is merely minor or technical in nature.
- E. The right to accept bids which deviate in such minor or technical fashion is also reserved.
- F. Proposal scoring will be based on the following point system:

| | |
|---------------------|------------------|
| Quality | 10 Points |
| Experience | 10 Points |
| Integrity | 10 Points |
| Financial Stability | 10 Points |
| Price | <u>60 Points</u> |
| | 100 Points |
- G. All proposals submitted must meet a minimum evaluation score of twenty-five (25) points in order to have the pricing component evaluated. Any proposals scoring less than twenty-five (25) points will be dropped from further consideration.

SECTION F – PROPOSAL EVALUATION

1. EVALUATION COMMITTEE

- A. The RIL intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All responses will be reviewed by an Evaluation Committee. The Committee will evaluate each proposal that is properly submitted and make recommendations to the RIL Director.

2. EVALUATION COMMITTEE RECOMMENDATIONS

- A. The RIL intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All responses will be reviewed and scored by an Evaluation Committee. The technical portion of the bid responses will be evaluated and scored prior to the opening of the pricing. The Committee will evaluate each proposal that is properly submitted and provide its findings to the RIL Director, who will make the final selection.
- B. Upon completion of the evaluation and scoring, the Evaluation Committee shall rank all proposals in order of preference, based on the vendor’s ability to provide the requested services to the RIL.

- C. The Committee will prepare a recommendation as to the proposals that best satisfy the requirements and business objectives of the RIL and are most advantageous to the State.
- D. The results of the evaluation process and the recommended proposals will be documented in a report that will be presented to the RIL Director.
- E. Upon receipt of the Committee's report, the RIL Director is free to engage in dialogue with members of the Committee. The RIL Director may take as much time as he deems necessary to review the report and query the Committee.

SECTION G - RESPONSES

1. COMPLIANCE WITH FORMAT

- A. All responses must conform to the RIL's request. Bidders, in their responses, must refer to the specific sections in this RFP.
- B. Responses must be submitted in a manner which will enable the RIL's Evaluation Committee to analyze each applicant's response fairly and arrive at a meaningful comparison of applicants.
- C. Except for preprinted brochures or similar material, all pages of the proposals must be clearly numbered in sequential order.

2. PREPARATION COSTS

- A. The RIL will not be responsible for any costs incurred by a bidder in the preparation and submittal of his/her response.

3. RESPONSE REQUIREMENTS

- A. Responses not conforming to the requirements of the RFP will not be considered.
- B. All responses must be valid for one hundred twenty (120) days from Bid Opening.

4. REJECTION RIGHTS

- A. The RIL reserves the right to accept or reject any or all bids or proposals, award on cost alone, cancel the solicitation, and/or to waive any technicality in order to act in the best interests of the RIL and to conduct additional negotiations as necessary.

- B. Any proposal not containing sufficient information to permit a thorough analysis may be rejected, as will any response that fails to meet the minimum requirements detailed in the RFP.

SECTION H – RESTRICTIONS ON COMMUNICATIONS

1. RESTRICTIONS ON COMMUNICATIONS

- A. Contact with RIL personnel is limited to written questions sent to the attention of the Evaluation Committee either by e-mail (tkiernan@rilot.ri.gov) or faxed to 401-463-5669.
- B. Contact with any RIL personnel or officials elected or appointed in the State of Rhode Island in an effort to influence the awarding of this contract shall be grounds for rejection of bidder.
- C. Prior to the approval of a contract, bidders shall not represent themselves to RIL staff or retailers as having the endorsement of the RIL, nor as the RIL’s next supplier of pull tab tickets.
- D. Extraordinary requests for exceptions to these restrictions may be directed, in writing, to the RIL Director.
- E. Any bidders causing or attempting to cause a violation or circumvention of this ethical standard may, in the sole discretion of the RIL, be disqualified from further consideration.

SECTION I – SCHEDULE OF EVENTS

1. SCHEDULE OF EVENTS

- A. The RIL reserves the right to change the dates listed below. If changes are made, all applicants receiving the original RFP will be contacted.

- RFP Release 07/26/22
- Written Questions Due 08/02/22
- Responses to Questions 08/09/22
- Proposals Due 08/23/22
- Bid Opening 08/24/22
- Evaluation Report 08/31/22

SECTION J -SUBMITTAL DATE AND FORMAT

1. INSTRUCTIONS FOR RESPONSE SUBMITTAL

- A. The original and three (3) copies of bidder’s proposal, including all attachments, in the same order as the specific sections of the RFP,

as well as bidder's pricing proposal must be received by the RIL no later than 4:00 p.m., Eastern Time, on Tuesday, August 23, 2022. Opening of the Proposals will be held Wednesday, August 24, 2022.

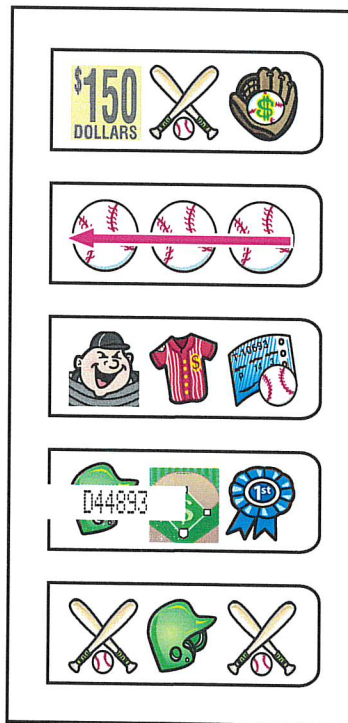
B. Any Proposals received after 4:00 p.m. on Tuesday, August 23, 2022 will not be accepted.

C. Proposals must be submitted in separate envelopes addressed to:

Mark A. Furcolo
Director
Rhode Island Lottery
1425 Pontiac Avenue
Cranston, RI 02920

D. Each envelope should be clearly marked to indicate its contents as follows:

“Sealed Bid# 22-06A – Pull Tab Ticket Proposal”
“Sealed Bid 22-06A – Pull Tab Ticket Pricing”




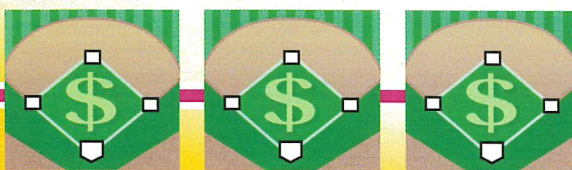
EXAMPLE 1

50¢

YOUR RHODE ISLAND LOTTERY

BASEBALL™

CRISS CROSS- FOLLOW THE ARROWS- MULTIPLE WINNERS

| | | |
|---|------------|-------|
|  | 2 WIN | \$150 |
|  | 2 WIN | \$50 |
|  | 2 WIN | \$30 |
|  | 3 WIN | \$10 |
|  | 25 WIN | \$5 |
|  | 35 WIN | \$1 |
|  | 334 WIN | 50¢ |

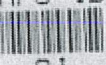

© 2009 Capital Game Mfg. FORM NO. 072D SERIAL NO.


Mark A. Furcolo
 MARK A. FURCOLO
 DIRECTOR

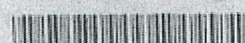
To be sold only by vendors licensed by the Rhode Island Lottery.
 Prizes will be paid only by the licensed vendor


EXAMPLE 2

BASEBALL

| | | | |
|--|-----------------------------|------------------------------|--|
| PART# 072D | | PACK DATE 03/01/22 | |
| MULTI | COLOR GREEN | COUNT 2450 | |
| MFG ID  RI | RI CASE# 00001875 | | |
|  MFG/FORM RI072D | | PACK 4 | |


FORM# 072D


PART# 072D-RI


CASE# 6060081000

PACK NUMBER(S)

- 
1007497
- 
1007498
- 
1007499
- 
1007500

RHODE ISLAND

EXAMPLE 3