State of Missouri  
Missouri Lottery  
REQUEST FOR PROPOSAL

RFP NO.: 00622  
RETURN BID BY: August 1, 2017, at 3:00 p.m.  
CONTACT NAME: Judy Martin, Chief Financial and Operating Officer  
TITLE: Fraternal Organization Pull-Tabs, Dispensers, and Related Services  
RENEWAL PERIODS: At the end of the initial contract period, the Missouri Lottery reserves the right, if mutually agreeable between the Lottery and the contractor, to renew the contract for three additional one-year terms. All terms, conditions and provisions of the original contract would remain the same and apply during the renewal period(s).

This document constitutes a request for competitive, sealed proposals including prices from qualified offerors to provide Fraternal Organization Pull-Tab Dispensers and Related Services as described herein.

Proposals must be mailed to the Missouri Lottery, P.O. Box 1603, Jefferson City, MO 65102, or delivered to its offices at 1823 Southridge Drive, Jefferson City, Missouri (65109), so that they will be received no later than 3:00 p.m. on August 1, 2017. Proposals received after that cutoff time will be marked late and will not be opened or evaluated.

"Request for Proposal #00622" should be written on the outside of the envelope or box containing the offeror's proposal.

A pre-proposal conference regarding this Request for Proposal will be held on Tuesday, July 18, 2017, at 9:00 a.m. at the Missouri Lottery, 1823 Southridge Drive, Jefferson City, Missouri.

The offeror hereby agrees to provide the services at the prices quoted, pursuant to the terms of this document which are incorporated by reference, and further understands that signature by an authorized official of the Lottery constitutes acceptance and a contract shall exist between the offeror and the Lottery.

PLEASE PRINT THE FOLLOWING INFORMATION EXCEPT FOR THE REQUIRED SIGNATURE:
Offeror's Company Name ________________________________________________________________
Mailing Address ________________________________________________________________
City/State/Zip Code ________________________________________________________________
Telephone # __________________ Fax # __________________ E-mail ____________________________
MO State Vendor # (if known) _______________________________________________________
MO State Sales Tax # __________________ Fed. Tax ID #/SS# _______________________________
MO Corporate Charter # __________________ MO Payroll Withholding # ____________________

By signing this Request for Proposal, I expressly warrant that I have full and complete authority to bind the entity on whose behalf I have signed.

__________________________________________________________________________________  ________________
Offeror's Authorized Signature Date

Printed Name and Title of Authorized Signer

NOTICE OF AWARD
This proposal is accepted by the Missouri Lottery.

__________________________________________________________________________________  ________________
May Scheve Reardon, Executive Director Date
1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose - The Missouri Lottery ("Lottery") is issuing this Request for Proposal ("RFP") to invite qualified offerors to submit proposals to provide the design, development, installation, implementation, operation, and maintenance of Pull-Tabs, dispensers, and related services, which includes, but is not limited to, a centralized system, a hot back-up system located off-site, software, and a telecommunications network that will connect each Pull-Tab fraternal organization and all Pull-Tab dispensers and redemption units to the centralized system as described more fully in this RFP. Qualified offerors’ proposals shall provide for the design, development, installation, implementation, support, supplies, and maintenance of as many as 215 Pull-Tab dispensers at fraternal organizations as more fully described in this RFP. Proposals shall also provide Pull-Tab ticket design, Pull-Tab ticket planning, production, security, storage in the contractor’s warehouse, and delivery of Pull-Tab tickets to fraternal organizations. Title to all property furnished by the contractor to fraternal organizations shall remain vested in the contractor.

1.2 Key Dates - The key dates for this procurement as stated below are for informational and planning purposes. The Lottery reserves the right to change any of these dates.

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<th>Event</th>
<th>Date</th>
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<tr>
<td>Issue Date of RFP</td>
<td>July 3, 2017</td>
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<tr>
<td>Pre-Proposal Conference</td>
<td>July 18, 2017</td>
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<tr>
<td>Due Date for Receipt of Proposals</td>
<td>August 1, 2017</td>
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<td>Oral Presentations and, if required, Site Visits</td>
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<td>Evaluation of Proposals</td>
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<td>Contract Award</td>
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<td>Contract Start Date</td>
<td>October 1, 2017</td>
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1.3 Pre-Proposal Conference - A pre-proposal conference regarding this Request for Proposal will be held on Tuesday, July 18, 2017, at 9:00 a.m. at the Lottery’s offices at 1823 Southridge Drive, Jefferson City, Missouri.

   a. Potential offerors may dial into the conference by using the number (573) 415-9185; Bridge Extension 8460; User Access Code 0622.

1.3.1 Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.3.2 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

   a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the Lottery’s contact identified on page one. Such prior communication will provide the Lottery with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.

   b. During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the Lottery by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.3.3 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Lottery not less than five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for personnel with a disability who will be attending the conference so that these accommodations can be made.

1.4 RFP Questions:

1.4.1 It is the offeror’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Lottery if the offeror believes that any language, specifications, or requirements: (1) are ambiguous, (2) are contradictory and/or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the offeror’s ability to submit a proposal.

1.4.2 All questions and issues should be submitted ten (10) calendar days prior to the due date of the proposal. If not received prior to ten (10) business days before the proposal due date, the Lottery may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the RFP must be directed to judy.martin@molottery.com. Offerors and their agents may not contact any other Lottery employee regarding any matters during the solicitation and evaluation process.

1.4.3 The Lottery will attempt to ensure that an offeror receives an adequate and prompt response, if applicable. Upon the Lottery’s consideration of questions and issues, if the Lottery determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for RFP amendment as the questions and issues did not provide further revision or clarity to the RFP. All offerors will be advised of any change to the RFP’s language, specifications, or requirements by a formal amendment to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

1.5 Pre-award Bonding Requirements:

1.5.1 Proposal Bond – the offeror must submit a proposal bond in the amount of one hundred thousand dollars ($100,000) with the proposal to guarantee the availability of the equipment and services at the offered price for one hundred eighty (180) days after the due date for proposals.

1.5.2 Litigation/Protest Bond – the offeror must submit a litigation bond in the amount of one hundred thousand dollars ($100,000) to discourage frivolous lawsuits and protests by permitting the Lottery to recover, in addition to its attorney’s fees, damages that result from delay in implementing a contract.

1.6 Background:

1.6.1 The Missouri Lottery Commission is a constitutional body of the State of Missouri. It consists of a five-member commission that is appointed by the Governor with the advice and consent of the Missouri Senate. The Commission is charged with the responsibility of operating a lottery in order to earn income for the State of Missouri. All profits generated by the Lottery are deposited to the credit of the Lottery Proceeds Fund of the State of Missouri.

1.6.2 All transfers to the Lottery Proceeds Fund are earmarked for Missouri public education.

1.6.3 The Commission employs an executive director who is responsible for the day-to-day management of the Lottery, and who employs staff to assist in those responsibilities. The Commission also enters into contracts with various vendors for certain services and supplies.

1.6.4 All retailer billing requirements and Electronic Funds Transfer (EFT) transactions are completed by the Lottery. The contractor will be responsible for providing Pull-Tab information via a daily file that contains amount played, amount won, and expired vouchers.
1.6.5 Collection for Pull-Tab ticket sales is done through EFT every Wednesday for the accounting week ending the previous Saturday.

1.6.6 Net proceeds (amount played less amount won plus expired vouchers) per dispenser currently averages $130/day. Potential net proceeds for 215 dispensers based on current per dispenser activity are estimated to be $10,000,000 per year. Current revenue sharing percentages of net proceeds is forty percent (40%) contractor, forty percent (40%) Lottery, twenty percent (20%) fraternal organization.

1.6.7 The Lottery currently offers three different Pull-Tab games, at $0.50, $1.00, and $2.00 price points, respectively.

1.6.8 Current Lottery Pull-Tabs come twelve thousand (12,000) Pull-Tabs per roll, twelve (12) rolls per deal.

2. SCOPE OF WORK

This section of the RFP includes requirements and provisions relating specifically to the scope of work of the Lottery. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. Response to this section by the offeror is requested in the Exhibit section of this RFP. The offeror’s response, whether responding to a mandatory requirement or a desired attribute will be binding upon the offeror in event the proposal is accepted by the state.

2.1 General Requirements:

2.1.1 The software and hardware proposed shall currently be in operation. Equivalent or improved newer releases or model numbers of the proposed products and their architectures are acceptable at time of installation as accepted by and agreed to in writing by the Lottery. The Lottery shall not accept configuration items that are at the specifications or concept stage only, early in development, or that are products announced but not yet engineered and ready for manufacture and delivery. The Lottery acknowledges that the Pull-Tab dispensers, redemption units, related servers, and the centralized system may require adaptation to Missouri requirements, and that component parts may need to be ordered and assembled for delivery.

2.1.2 The contractor shall continuously coordinate the implementation of the Pull-Tab dispensers, redemption units, related servers, centralized system, and telecommunications network with each of the fraternal organizations to ensure the smooth and timely installation of all components. For purposes of this RFP, a redemption unit consists of a scanner, monitor, receipt printer, receipt paper, receipt printer cartridges, keyboard, cashbox, computer, and uninterruptible power supply.

2.1.3 In addition to the technical specifications detailed in this RFP, the following conditions shall be met before a Pull-Tab dispenser is approved for use:

a. Each dispenser shall conform to the exact specifications of the dispenser approved by the Lottery.

b. The contractor shall verify, for each Pull-Tab dispenser and each unique peripheral device, all hardware and software signature(s).

2.1.4 The Lottery reserves the right to modify/update requirements and specifications at any time based on an agreed upon schedule as approved by the Lottery.

2.1.5 The contractor shall be responsible for the Pull-Tab ticket design, planning, production, security, storage in the contractor’s warehouse, and delivery of Pull-Tab tickets to fraternal organizations, including but not limited to the:

a. Design, scheduling, and development of Pull-Tab tickets;

b. Pull-Tab ticket production, printing, and security; and

c. Pull-Tab ticket delivery services to fraternal organizations.

2.1.6 The contractor is responsible for documenting all hardware and software installed at each fraternal organization upon installation and shall submit a spreadsheet to the Lottery upon request or in pre-determined
intervals that identifies all currently installed hardware and software as outlined in this Section 2.1.6, which includes, but may not be limited to, the following:

a. Fraternal Organization Name;
b. Lottery-assigned Retailer Identification Number;
c. Address;
d. Dispenser(s) Model / Identification Number;
   i. Operating System Software Version / Electronic Signature;
   ii. Game Software Version / Electronic Signature;
   iii. Bill Validator Software Version / Electronic Signature;
   iv. Printer Software Version / Electronic Signature;
e. Redemption Unit;
   i. Operating System Software Version / Electronic Signature;
   ii. System Software Version / Electronic Signature;
f. Server;
   i. Operating System Software Version / Electronic Signature;
   ii. System Software Version / Electronic Signature;
g. Centralized System;
   i. Operating System Software Version / Electronic Signature;
   ii. System Software Version / Electronic Signature;
h. Installation Date; and
i. Modification Date.

2.2 Centralized System:

2.2.1 The contractor shall provide a centralized system in a location that must be approved by the Lottery. The Lottery may require a site visit of the location for approval with travel costs the responsibility of the contractor.

2.2.2 The centralized system shall have comprehensive functionality that shall include, but not be limited to:

a. Computer hardware and software, with full redundancy, and a telecommunications network to support Pull-Tab dispenser and redemption unit operations at each fraternal organization;
b. A centralized system that shall be operational each and every day, seven (7) days per week, three hundred sixty-five (365) days per year, during times established by the Lottery, and that shall allow for daily communication with each fraternal organization;
c. Ability to acquire and compile transaction data for each Pull-Tab dispenser and redemption unit for reporting purposes. The contractor shall create scheduled standard reports and ad hoc reports within agreed-upon schedules as required by the Lottery.
d. Implementation, maintenance, day-to-day operation, and resolution of outages on the contractor’s portion of the telecommunications network that links the fraternal organizations, dispensers, redemption units, servers, and systems. There shall be no cost to the Lottery or fraternal organization in resolving telecommunications network problems and/or repairs, including problems that involve wiring or devices used to connect the redemption units and dispensers to the centralized system.
e. Full access to the Lottery for reporting options and oversight on the centralized system through a secure Internet connection;
f. Ability for the Lottery to remotely activate, deactivate, and reactivate Pull-Tab dispensers and/or redemption units through the centralized system in real time. The contractor shall provide the Lottery documentation of the procedures and processes necessary for such remote activation, deactivation, and reactivation.
g. Ability for the Lottery to research transaction history files. The centralized system shall provide the ability to search in real time and view all transaction data.
h. Real time display of network and equipment status, which will provide view and report capabilities. The system shall advise the Lottery of any fraternal organization where service has been disrupted and shall attempt to determine whether the equipment is at fault or the telecommunications network is responsible for the disruption. The system shall display the down time of any and all equipment and/or telecommunications circuit in the network over a period of time as specified by the Lottery.
i. Capability for Pull-Tab dispensers and redemption units to operate for up to twenty-four (24) hours without connection to the centralized system with all data being collected and stored without loss.

2.2.3 The contractor shall provide and operate a fully redundant hot back-up site including but not limited to facilities, equipment and staff (all day every day; twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days per year) that shall be located at least fifty (50) miles from the primary site. The back-up site may reside outside of the State of Missouri and may, with Lottery approval, be located at a shared site provided it is a separate and secured video monitored area with live signal feed to the Lottery offices at 1823 Southridge Drive, Jefferson City, Missouri. The location of the back-up site must be approved by the Lottery. Lottery may require a site visit of the location for approval with travel costs the responsibility of the contractor.

2.2.4 The contractor shall provide a disaster recovery plan within thirty (30) calendar days from the contract award. The plan shall be updated at least annually for Lottery approval to ensure minimal interruption to service in case of a disaster or emergency.

2.2.5 The contractor shall submit a detailed security plan to the Lottery for approval within thirty (30) calendar days from contract award. The plan shall be updated at least annually for Lottery approval.

2.2.6 The contractor shall provide a telephone hotline whereby fraternal organizations may quickly and easily report problems. The toll-free hotline number must be available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, and displayed on each dispenser. The contractor shall capture information related to hotline and service calls, dispatches, and resolutions, and provide access to that information to the Lottery.

2.2.7 The contractor shall be responsible for responding to telecommunications issues within two (2) hours from the time the notice of the issue is received by the contractor. Telecommunications issues should be resolved within twenty-four (24) hours or as soon as practicable, whichever is shorter.

2.2.8 The contractor will be responsible for providing Pull-Tab information via a daily file that contains amount played, amount won, and expired vouchers.

2.2.9 The contractor must provide a methodology and reporting for voucher redemption at Lottery headquarters if requested by the Lottery.

2.3 **Dispensers and equipment required at fraternal organizations:** The contractor shall provide as many as 215 Pull-Tab dispensers, related servers, printers, tickets, vouchers, software, redemption units, and all necessary wiring and hardware for their installation and operation at fraternal organizations.

2.3.1 Dispensers shall be a kiosk-style cabinet; provide a secure environment for enclosed components, Pull-Tabs, vouchers, and bill validators; and shall be a size and design that will ensure player acceptance.

2.3.2 Dispensers shall be electronic devices that dispense paper Pull-Tab tickets and utilize a touchscreen monitor, giving players the option of playing through the interactive touchscreen or by pulling the tabs on the paper Pull-Tabs.

2.3.3 Dispensers, servers, and redemption units must be capable of communicating with the centralized system. The contractor shall be responsible for providing and maintaining internet connectivity and for any associated cost or fees. Internet connectivity includes providing and maintaining adequate communication lines between the centralized system, dispensers, servers, redemption units, and printers.

2.3.4 Dispensers shall accept the six (6) denominations specified as follows, and no denomination over one hundred dollars ($100) shall be accepted:

- One dollar ($1) bills.
- Five dollar ($5) bills.
- Ten dollar ($10) bills.
- Twenty dollar ($20) bills.
- Fifty dollar ($50) bills.
• One hundred dollar ($100) bills.

a. Bills shall be accepted in all four (4) directions that they may be inserted.

b. Dispensers shall have counterfeit screening capability including, but not limited to, checking of ink colors, security stripes, thickness, and character placement.

c. Each dispenser shall have the following security components:
   • A unique lock/key main door.
   • A unique lock/key bill validator door.
   • Two (2) cash boxes that are identifiable to the dispenser for which they apply and which have a unique lock/key combination (i.e. the same key works for both cash boxes of the respective dispenser only).
   • Keys should be identifiable to the dispenser for which they apply.

d. Dispensers shall be capable of tracking the date and time the bill validator door has been accessed and each time a cash box was removed.

2.3.5 Dispensers shall be capable of displaying sales and prize information on the touchscreen.

2.3.6 Dispensers shall be capable of issuing a voucher upon cash out by the player. Vouchers shall include time and date; retailer number, name, and address; prize amount; expiration date, and barcode identification.

2.3.7 Dispensers, servers, and redemption units shall be capable of providing transaction detail to the fraternal organization which can be viewed or printed via a printer supplied by the contractor. Transaction detail must include but not be limited to amount played, amount won, voucher redemptions, voucher expirations, dispenser downtime, and a security log of dispenser door access and cash box access.

2.3.8 Dispensers shall be capable of reading and validating the sequence and outcome of each play with the centralized system. The element of chance in the Pull-tab dispenser must be wholly within the pre-printed Pull-Tab, and player enhancements in the interactive touchscreen shall not affect the element of chance required to be wholly within the pre-printed Pull-Tab ticket.

2.3.9 Dispensers, servers, redemption units, and printers shall be new or refurbished. Refurbished equipment shall be modern and of current manufacture, and notification of equipment status as refurbished shall be made to the Lottery. The acceptability for use of any new or refurbished dispenser, server, redemption unit, or printer shall be at the sole discretion of the Lottery.

2.3.10 Dispensers shall display responsible gaming or other messages required by the Lottery. The Lottery reserves the right to place statewide limitations on play and voucher issuance.

2.3.11 All services and costs associated with maintenance, repair, placement, moves, and removals of dispensers, servers, redemption units, and printers are solely the responsibility of the contractor.

2.3.12 The contractor may be required, as directed by the Lottery, to provide training for fraternal organization and Lottery staff regarding the operation of dispensers, servers, redemption units, and printers including materials, equipment, and personnel for the training.

2.3.13 The contractor shall ensure that malfunctioning dispensers, servers, redemption units, and printers are returned to an operational state within twenty-four (24) hours from the time the notice of malfunction is received by the contractor or as soon as practicable, whichever is sooner. Repairs shall be required twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days per year.

2.3.14 The contractor shall provide at its cost and expense dispenser decals, signage, and other marketing materials as approved by the Lottery.

2.3.15 The contractor shall complete delivery and installation of dispensers, servers, redemption units, and printers within seven (7) calendar days of receiving a work order from the Lottery for each applicable fraternal organization.
2.3.16 The contractor shall complete dispenser, server, redemption unit, and/or printer relocations and/or removals within thirty (30) calendar days of receiving a work order from the Lottery for each applicable fraternal organization.

2.3.17 The contractor must provide and maintain a redemption unit for each fraternal organization. The redemption unit must be capable of scanning a printed voucher for payment and issuing a player receipt.

2.3.18 The contractor must provide and maintain system equipment consisting of a server, server cabinet, report printer, printer paper, printer cartridges, Internet connection switch, dispenser connection switch, and uninterruptible power supply for each fraternal organization for operation and reporting purposes.

2.4 **Pull-Tabs and Vouchers**

2.4.1 The contractor shall supply and deliver to fraternal organizations at no additional charge all paper Pull-Tabs and voucher paper to be dispensed from the dispensers.

2.4.2 Contractor shall submit working papers for each Pull-Tab game to the Lottery for approval. Working papers shall include game images, price point, and prize structure detail for each game. Overall Pull-Tab prize payout should approximate ninety percent (90%). Maximum prize for a winning wager shall not exceed six hundred dollars ($600) unless approved otherwise by the Lottery.

2.4.3 Pull-Tabs must be issued from a pre-determined, pre-printed deal and contain a perforated window that can be pulled to display win amount. Pull-Tabs cannot be redeemed for cash and have no value; only printed vouchers can be used to claim prizes. The contractor must include language on Pull-Tabs and at redemption unit as required and approved by the Lottery.

2.4.4 A voucher must be redeemed at the fraternal organization where it was generated.

2.4.5 Vouchers shall expire thirty (30) days after they are generated. The date and time of expiration must be printed on each voucher. After expiration, vouchers cannot be redeemed and have no value.

2.5 **Testing/Certification**

2.5.1 Each dispenser (i.e., platform / model), redemption unit, server, and centralized system shall be tested by an independent testing laboratory as approved by the Lottery. This includes, but is not limited to, all hardware, system software, dispenser operating system, game, bill validator, and printer software.

2.5.2 Each dispenser, redemption unit, server, and centralized system hardware and software shall pass independent laboratory interoperability testing prior to implementation.

2.5.3 All testing shall comply with standards drafted or adopted by the Lottery. Current standards include GLI (Gaming Laboratories International) - 14 - Finite Scratch Ticket and Pull-Tab Systems. The Lottery reserves the right to adopt new or different standards.

2.5.4 All hardware and software submitted for testing shall be uniquely identifiable by version and an electronic signature in a format approved by the Lottery.

2.5.5 The contractor is responsible for providing the Lottery, free of charge, with a software verification tool for verifying certified software.

2.5.6 All hardware and software tested shall be documented within a certification letter drafted by an independent testing laboratory on behalf of the Lottery. All certification letters shall be in a format approved by the Lottery.
2.5.7 All costs associated with independent laboratory testing and certification, on behalf of the Lottery, shall be paid in full by the contractor.

2.5.8 Only laboratory-certified, Lottery-approved hardware and software will be permitted to be installed and requires prior written permission from the Lottery.

2.5.9 Once installed, no modification to approved hardware and/or software shall be permitted without prior written permission from the Lottery.

2.5.10 The contractor shall be responsible for providing the Lottery with any manufacturer notifications related to any Pull-Tab dispenser or related equipment. This shall include any related Pull-Tab dispenser peripheral device such as a bill validator, printer, or etc.

2.5.11 The contractor shall provide the Lottery with hardware and software for customer acceptance testing, to include a minimum of two dispensers, tickets, vouchers and all peripheral equipment and materials to be delivered to the Lottery within thirty (30) days of contract award.

2.6 Liquidated Damages – the Lottery may impose the following liquidated damages for contract non-compliance:

a. Up to twenty thousand dollars ($20,000) per day for each day or fraction thereof that the system is not operational by the date specified for live operations.

b. Up to one hundred dollars ($100) per dispenser per day for each day or fraction thereof that the contractor fails to deliver and install equipment within seven (7) calendar days of receiving a work order from the Lottery.

c. Up to one hundred dollars ($100) per dispenser per day for each day or fraction thereof that the contractor fails to return malfunctioning equipment to an operational state within twenty-four (24) hours from the time the notice of malfunction was received by the contractor.

d. Up to one thousand dollars ($1,000) per incident of unauthorized software modifications or installations.

3. GENERAL CONTRACTUAL REQUIREMENTS

3.1 Contract Period

3.1.1 The contract period shall be from October 1, 2017, through September 30, 2020.

3.1.2 At the end of the initial contract period the Lottery shall have the right, if mutually agreeable between the Lottery and the contractor, to renew the contract for three additional one-year terms. All terms, conditions, and provisions of the original contract would remain the same and apply during the renewal period(s).

3.2 Contract Price

3.2.1 Prices for the contract shall be determined by referring to Exhibit A - Pricing Page which contains the prices proposed by the contractor and accepted by the Lottery.

3.3 Contract Documents

3.3.1 The contract between the Lottery and the contractor expresses the complete agreement of the parties and shall consist of (1) the Request for Proposal (RFP), and any amendments thereto, including any Best and Final Offer (BAFO) requests and related RFP changes/additions; and (2) the contractor's proposal submitted in response to the RFP. The Lottery reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarification, if any,
the RFP shall govern. The offeror is cautioned that the offeror’s proposal shall be subject to acceptance without further clarification.

3.3.2 The first page of the RFP must be manually signed on the Offeror's Authorized Signature line to be a valid bid. All other information on the first page should be provided, if applicable. The Pricing Page and all applicable exhibits should also be completed by the offeror.

3.3.3 The Lottery reserves the right to accept part, all, or none of the goods and/or services offered in the responses to the RFP.

3.3.4 The offeror's proposal shall be binding upon the offeror for one hundred fifty (150) calendar days following the proposal due date. Any proposal on which the offeror shortens the acceptance period may be rejected.

3.3.5 If approved by the Lottery in writing, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Lottery and to ensure that the Lottery, the State of Missouri and its agencies, its officers, its employees, and its agents are indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Lottery and the contractor. The contractor shall expressly understand and agree that the contractor shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract and that no waiver of sovereign immunity exists with respect to the contract or any subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in the contract is subject to prior approval by the Lottery and shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.

3.4 Amendments to Contract

3.4.1 No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the contractor and the Lottery, and incorporated in a written amendment to the contract approved by the Lottery prior to the effective date of such modification.

3.5 Site Visits

3.5.1 The Lottery shall have the right, acting by itself or through its authorized representatives, to enter the premises of the contractor at all times to examine the facilities and to inspect and copy the records of the contractor pertaining to operations related to the contract and/or the Lottery account.

3.6 Legal Provisions

3.6.1 The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.

3.6.2 Provisions Required by Law Deemed Inserted - Each and every provision of law and clause required by law shall be deemed inserted herein and the contract(s) will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

3.6.3 To the extent that a provision of the contract is contrary to the Constitution or laws of this state, or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated in writing by consent of both the contractor and the Lottery. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3.7 Invoicing and Payment Requirements

3.7.1 The Lottery does not pay state or federal taxes unless otherwise required under law or regulations.
3.7.2 Any payment due the contractor shall be made in arrears after the receipt of a properly itemized invoice and the completion and acceptance by the Lottery of the contractor's performance pursuant to the terms of the contract. Payment to the contractor will be made to the address specified in the RFP unless the contractor has specified a different address in writing or unless a court of law specified otherwise.

3.7.3 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period, including any renewal period(s). The contract shall not be binding upon the Lottery for any period in which funds have not been appropriated, and neither the Lottery nor the fraternal organizations shall be liable for any costs associated with termination caused by lack of appropriations.

3.7.4 In the event that funds are not appropriated for the contract, the contractor shall not prohibit or otherwise limit the Lottery's right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this Section 3.7.4 shall apply to any amendment or the execution of any option to renew or extend the contract.

3.7.5 The contractor shall understand and agree the State of Missouri and the Lottery reserve the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update its vendor registration with its ACH-EFT payment information at https://MissouriBUYS.mo.gov. Each contractor invoice must be on the contractor’s original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state’s EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

3.7.6 The contractor may obtain detailed information for payments issued for the past twenty-four (24) months from the State of Missouri’s central accounting system (SAM II) on the Vendor Services Portal: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

3.8 Cancellation/Termination

3.8.1 The Lottery may cancel the contract at any time for material breach of contractual obligations by providing the contractor with a written notice of such cancellation. Any decision by the Lottery not to cancel the contract does not constitute a waiver of any of its contractual rights. Prior to issuing such a notice, the Lottery will, if appropriate, provide the contractor with an opportunity to cure the breach within a reasonable period of time. Should the Lottery exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.

3.8.2 The Lottery reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.

3.9 Conflict of Interest

3.9.1 No official or employee of the Lottery or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the provision of hardware, software, goods, equipment, or services covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.

3.9.2 The offeror hereby covenants that at the time of submission of the proposal and through such time as the contract is awarded, the offeror neither has nor will have any contractual or other relationships that would create any actual or perceived conflict of interest. The successful offeror and contractor further agrees that during the term of the contract neither the contractor nor any of its officers, partners/members, employees, or any individuals the contractor assigns to this contract shall acquire any other contractual or other relationships that create such a conflict.
3.10 Fidelity Bond

3.10.1 The contractor shall submit a fidelity bond made payable to the Missouri Lottery in the amount of one million dollars ($1,000,000) within thirty (30) days after award of the contract covering any loss to the state due to any fraudulent or dishonest act on the part of the contractor. The fidelity bond shall be in the form of an original bond (no copy or facsimile), cashier's check, certified check, bank draft, or an irrevocable letter of credit from a bank. Personal or company checks are not acceptable. The contract number and dates of performance must be specified in the fidelity bond. The fidelity bond must be kept in effect through the full term of the contract, including contract renewal periods.

3.11 Performance Security Deposit

3.11.1 The contractor must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Missouri Lottery within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The performance security deposit must be made payable to the Missouri Lottery in an amount of one million dollars ($1,000,000). The contract number and contract period must be specified on the performance security deposit. In the event the Lottery exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the renewal period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed one million dollars ($1,000,000). The performance bond may be written on an industry-standard bond form that is renewable on an annual basis.

3.12 Title to Equipment

3.12.1 Title to any leased equipment required by the contract shall be held by and vested in the contractor. The Lottery shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the leased equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

3.13 Liabilities, Rights, and Remedies

3.13.1 No provision in this document or in the contractor's response shall be construed, expressly or impliedly, as a waiver by the Lottery of any existing or future right and/or remedy and/or defense available by law in the event of any claim of default or breach of contract made by the contractor.

3.13.2 The contractor shall be responsible for any and all injury or damage involving any equipment or service provided by contractor under the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's performance under the contract, the contractor assumes the obligation to hold harmless the Lottery and the State of Missouri, its agencies, officers, employees, agents, and assigns, from every expense, liability, or payment arising out of such performance by the contractor or its subcontractor.

a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Lottery, including its agents, employees, and assigns.

3.13.3 The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Lottery of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the contractor in the fulfillment of the contract with the Lottery.

3.13.4 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Lottery immediately in writing. Upon learning of the actions herein identified the
Lottery reserves the right at its sole discretion to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

3.13.5 The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the Lottery. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Lottery, State of Missouri, its agencies, officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3.14 **Force Majeure**

3.14.1 Neither the contractor nor the Lottery shall be liable to the other for any delay in or failure of performance of any covenant contained in the agreement, nor shall any such delay in or failure of performance constitute default, or give rise to any liability for damages, if and only to the extent that such delay or failure is caused by "force majeure." As herein used, "force majeure" includes: an act of God, or public enemy, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, or closure of all major access roads to a geographic area. The existence of such causes of such delay or failure shall extend the period of performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed. The contractor must give written notice of any Force Majeure Event to the Lottery within 24 hours after its occurrence in order to receive the liability protections of this paragraph.

3.15 **Assignments**

3.15.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Lottery.

3.15.2 The contractor shall agree and understand that, in the event the Lottery consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the Lottery pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

3.16 **Transition**

3.16.1 Upon award of the contract, the contractor shall cooperate and work with the Lottery and any other organizations or entities designated by the Lottery to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Lottery.

3.16.2 The Pull-Tab dispensers, redemption units, related servers, centralized system, telecommunications network, Pull-Tab tickets, vouchers, and other supplies shall be delivered and operational by a date which will be specified by the Lottery in coordination with the fraternal organizations and shall commence live operations at that time. All hardware, software, equipment, and all other necessary requirements shall have been successfully tested by both the contractor and the Lottery and shall be in place and operational by the specified date. The specified date shall be no later than December 31, 2017.

3.16.3 Six (6) months prior to expiration of the contract and any renewal period(s), or upon notice of termination or cancellation of the contract, the contractor shall provide to the Lottery a plan for ensuring an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to the organization or entity designated by the Lottery. If requested by the Lottery, the contractor shall provide and/or perform any or all of the following responsibilities:

a. The contractor shall deliver, Free On Board (FOB) destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Lottery at its offices at 1823 Southridge Drive, Jefferson City, Missouri (65109), and/or to the Lottery's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Lottery.
b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed one hundred eighty (180) calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract at Exhibit A - Pricing Page.

c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Lottery, in order to ensure the completion of such service prior to the expiration of the contract.

3.17 Insurance

3.17.1 The contractor shall understand and agree that the State of Missouri does not waive sovereign immunity and cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any subcontractor, or any activity of the contractor's employees or any subcontractor's employees, related to the contractor's or subcontractor’s performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Lottery and State of Missouri, its agencies, employees, clients, and the general public against any such loss, damage, and/or expense related to contractor’s performance under the contract. The contractor shall provide at its own cost and expense the following insurance coverages and provide written evidence of the insurance to the Lottery within sixty (60) days of award:

a. Statutory workers' compensation including employer's liability insurance, subject to limits of not less than two hundred fifty thousand dollars ($250,000);
b. Commercial general liability insurance for limits of not less than one million dollars ($1,000,000) general aggregate limit per event;
c. Automobile liability insurance with a limit of not less than two hundred fifty thousand dollars ($250,000) for each person and one million dollars ($1,000,000) for each accident and property damage liability insurance with a limit of not less than seventy-five thousand dollars ($75,000) for each accident and covering all owned, non-owned, and hired vehicles;
d. Umbrella liability insurance at not less than two million dollars ($2,000,000) limit providing excess coverage over all limits and coverages noted in this Section 3.17; and
e. Errors and omissions coverage and/or media liability coverage of not less than two hundred fifty thousand dollars ($250,000) to protect against errors, omissions, printing or production problems, etc. Neither the Lottery nor the State of Missouri shall be responsible for any mistakes or omissions by the contractor or any subcontractor in performance of services under this contract.

3.17.2 In the event any insurance coverage required by the contract is decreased or canceled, the contractor shall notify the Lottery immediately.

3.17.3 The insurance obligations stated in this Section 3.17 are independent of, and shall not be affected by the scope or validity of, any other liability, bonding, indemnity, or insurance provisions in other sections of this RFP or the contract.

3.18 Subcontractors

3.18.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Lottery and to ensure that the Lottery is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Lottery and the contractor.

3.18.2 The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

3.18.3 The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
3.18.4 The contractor must obtain the approval of the Lottery prior to establishing any new subcontracting arrangements or agreements and before adding or changing any subcontractors. The approval shall not be arbitrarily withheld.

3.18.5 Pursuant to subsection 1 of Section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with Sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

a. The direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and shall not henceforth be in such violation.

b. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor’s employees are lawfully present in the United States.

3.19 Prohibitive Hiring

3.19.1 The contractor and the contractor's subcontractor(s) shall not hire any current employee of the Lottery for work on the project identified in this RFP for a period of not less than six (6) months after the employee’s employment with the Lottery has ended (unless the individual has retired in accordance with the State of Missouri’s retirement program or has experienced a cessation of employment due to lay off from the Lottery, or was otherwise dismissed) without the prior written approval of the Lottery's director or other designated official. The contractor shall obtain the required approval before contacting any described employee for the purposes of possible employment. The Lottery will not hire any of the contractor or contractor's subcontractor employees during the term of contract performance period, without prior approval from the contractor.

3.20 Authorized Personnel

3.20.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.

b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

c. If the contractor meets the definition of a business entity as defined in Section 285.525, RSMo, pertaining to Section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor’s business status changes during the life of the contract to become a business entity as defined in Section 285.525, RSMo, pertaining to Section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

2) Provide to the State of Missouri the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
3) Submit to the State of Missouri a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

d. In accordance with subsection 2 of Section 285.530, RSMo, the contractor should renew its Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3.21 Contract Coordination

3.21.1 The contractor shall fully coordinate his or her activities in the performance of the contract with those of the Lottery. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Lottery throughout the effective period of the contract.

3.22 Ownership of Contract Materials

3.22.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the Lottery. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public or other clients without the prior written consent of the Lottery.

3.22.2 Original designs for Lottery games developed solely for the Lottery or in conjunction with the Lottery are exclusive property of the Lottery. No complete design (or art) or any part of a design (or art) can be used by the contractor in the production of products for another client without prior consent.

3.23 News Releases

3.23.1 Neither the contractor, any of its subcontractors or partners shall issue any news releases pertaining to the award or performance of the contract without prior approval by the Lottery, and then only in cooperation with the Lottery.

3.24 Contractor's Employees Not To Play Missouri Lottery Games

3.24.1 The contractor shall agree and understand that all the contractor's employees, or any subcontractor’s employees, assigned directly to this contract shall be prohibited from playing any games offered by the Lottery at all times during the effective period of the contract, including any renewal periods.

3.25 Non-Discrimination in Employment

3.25.1 In connection with the furnishing of supplies and the performance of work under the contract, the contractor and all subcontractors shall agree to the following:

a. Not to discriminate against recipients of service on the basis of race, color, religion, national origin, sex, disability, veteran status, or age.

b. Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, disability, veteran status, or age.

c. If the contractor or subcontractor employs at least fifty (50) persons, to have and maintain an affirmative action program which shall include:

1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

2) The identification of a person designated to handle affirmative action;
3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion and discipline;

4) The exclusion of discrimination from all collective bargaining agreements; and

5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

3.26 Americans with Disabilities Act

3.26.1 In connection with the furnishing of goods and services under the contract, the contractor and contractor's subcontractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

3.27 Certification

3.27.1 The contractor hereby certifies compliance with the Non-Discrimination in Employment and Americans with Disabilities Act clauses listed.

3.27.2 If discrimination by the contractor is found to exist, the Lottery shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all offerors’ lists issued by the Lottery until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

3.28 Substitutions of Product/Services

3.28.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Lottery.

3.28.2 The Lottery reserves the right to allow the contract or to substitute any new product and/or service offered by the contractor on all unshipped and future orders if the quality is equal to or greater than the product/service under contract and if the prices are equal to or less than the contract prices. The Lottery shall be the final authority as to acceptability.

3.28.3 In event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for equal or less cost than the discontinued item(s). The contractor shall not substitute any item(s) without the prior written approval of the Lottery. The Lottery shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

3.29 Inventions, Patents, and Copyrights

3.29.1 The contractor shall report to the Lottery promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

3.29.2 The Lottery shall retain all right, title, and interest (including copyright and other proprietary or intellectual property rights) in the Lottery’s content and in user information. All reports, documentation, data, and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the Lottery. Except as otherwise required by law, the contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor’s performance under the contract shall be confidential and that no reports, documentation, data, or material prepared as required by the contract shall be released to the public without the prior written consent of the Lottery. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the Lottery.

3.29.3 The contractor shall defend, protect, and hold harmless the Lottery, the State of Missouri and its agencies, officers, agents, and employees against all claims or suits of law or in equity alleging or resulting from patent
and copyright infringement concerning the contractor's performance or products produced under the terms of the contract. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the Lottery on such issue in any suit or proceeding defended by the contractor. If the product, or any part thereof, furnished by the contractor to the Lottery becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the Lottery the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the Lottery, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the Lottery, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the Lottery by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed unless such use was done by the contractor.

3.29.4 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the Lottery in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the Lottery with respect to any alleged patent infringement by such product or part.

3.29.5 If any copyrighted material is developed as a result of the contract, the Lottery shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Lottery purposes.

3.30 Actions, Suits, or Proceedings

3.30.1 The contractor must notify the Lottery immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on contractor’s ability to fulfill the obligations under the contract.

3.31 Security Clearance

3.31.1 The contractor and each individual the contractor assigns to the contract must submit and obtain, at the contractor’s expense, security clearance approval by the Lottery in order to provide services under this contract.

3.31.2 By no later than twenty (20) days after notification of award, or prior to the beginning date of the contract, whichever is earlier, the contractor shall facilitate the following, prior to an individual’s assignment to the contract, for each individual so assigned:

a. Complete and submit a Lottery Employee/Vendor Information Form.

b. Complete the process to submit a fingerprint based criminal history background check for open and closed records through the Missouri State Highway Patrol (MSHP).

Note: Pursuant to Section 313.220 RSMo, the Lottery is permitted access to state and federal open and closed criminal history records. For more information on criminal record checks, the contractor can visit the MSHP website: [http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html](http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html)

3.31.3 Upon receipt of the submitted Lottery Employee/Vendor Information Form and the results of the fingerprint based criminal history background check for each individual, the Lottery will review the individual for approval. Only approved individuals will be permitted to provide services under this contract.

3.31.4 In the event Lottery denies anyone or requires that the contractor replace any individual the contractor has
assigned to this contract, the contractor shall be allowed at least fourteen (14) days after notification to replace that individual, unless the Lottery determines the individual requires immediate replacement.

3.31.5 Whenever the contractor changes the individuals it has assigned to this contract, the contractor shall immediately submit to the Lottery a written notification via e-mail addressed to: Security@molottery.com

3.31.6 The Lottery will have the right in its discretion to deny security clearance approval to anyone the contractor assigns to the contract.

3.31.7 In the event the contractor or the individuals the contractor has assigned to this contract fail to provide accurate or complete information with respect to this Section 3.31 and the information it requires, the contractor shall be in breach.

3.32 Participation by Other Organizations

3.32.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor’s awarded proposal.

a. The contractor shall prepare and submit to the Lottery a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis within fifteen (15) days of the reporting month’s end, unless otherwise determined by the Lottery.

b. The Lottery will monitor the contractor’s compliance in meeting the participation levels committed to in the contractor’s awarded proposal. If the contractor’s payments to the participating entities are less than the amount committed, the Lottery or the State of Missouri may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Lottery or the State of Missouri determines that the contractor becomes compliant with the commitment, any such funds retained will be released.

c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or SDVEs to fulfill the participation requirements committed to in the contractor’s awarded proposal.

1) The contractor must obtain the written approval of the Lottery for any new entities. This approval shall not be arbitrarily withheld.

2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Lottery detailing all efforts made to secure a replacement. The Lottery shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor’s participation commitment.

3.33 Annual SSAE 16 Audit

3.33.1 The contractor shall have an annual SSAE 16 audit report conducted by an independent certified public accounting (CPA) firm, as it pertains to the contractor’s Missouri operations. These audits may also require travel to the contractor’s headquarters operations. A SSAE 16 audit includes both a review of the internal controls placed in operation as well as tests of operating effectiveness. The contractor shall be responsible for the cost of these yearly audits.

3.33.2 The contractor shall be responsible for implementing all SSAE 16 audit recommendations on a timely basis at no additional cost to the Lottery. Progress reports as well as supporting documentation regarding the status of the implementation of the recommendations may be required at specified times as determined by the Lottery.
3.34 Audit of Contractor Records and Procedures

3.34.1 The Lottery either directly or through third party representatives shall have the right to audit any and all contractor and subcontractor procedures and operations. The contractor shall fully cooperate and make all records available for review. The contractor shall implement all audit recommendations, on a timely basis, at no additional cost to the Lottery. Progress reports as well as supporting documentation regarding the status of the implementation of the recommendations may be required at specified time intervals as determined by the Lottery.

3.35 Replacement of Damaged Product

3.35.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the Lottery or fraternal organizations. This includes all shipping costs for returning non-functional items to the contractor for replacement.

4. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS

This section of the RFP includes information and instructions to the offeror that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a proposal.

4.1 Preparation and Submission of Proposals

4.1.1 Bid Communication: All questions regarding the bid process must be directed to the Lottery contact person indicated on the first page of this RFP. Offerors may not directly contact members of the Missouri Lottery Commission or other employees of the Lottery concerning this document while the bid and evaluation are in process.

a. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP due date may not be addressed.

b. The offeror may contact the Missouri Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

4.1.2 Submission of Proposals

a. Proposals must be priced, signed, and received by the Lottery by the proposal receipt date and time specified on the first page of the RFP.

b. Offerors must respond to this RFP by submitting all data required herein in order for their proposals to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.

4.1.3 Proposal Organization: In order to provide optimal readability of their proposals by evaluators, offerors are strongly encouraged to organize their proposals as follows:

Signed RFP and RFP Amendment Cover Pages
Table of Contents
Transmittal Letter/Executive Summary
Exhibit A - Pricing Page
Exhibit B - Experience of Organization and Expertise of Personnel
Exhibit C - Functional / Technical Capabilities and Method of Performance
Exhibit D - Participation by Other Organizations
Exhibit E - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
a. Offerors are strongly encouraged to structure their proposals so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposals to find responses to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.

4.1.4 Proposal Security Deposit Required: The offeror must furnish a proposal security deposit in the form of an original bond (copies or facsimiles shall not be acceptable), check, cash, bank draft, or irrevocable letter of credit to the Lottery by the time set to open the proposals. The proposal security deposit must be made payable to the Missouri Lottery in the amount of one hundred thousand dollars ($100,000). The RFP number must be specified on the proposal security deposit. Any proposal security deposit submitted shall remain in force until such time as the contractor submits a performance security deposit. Failure to submit a performance security deposit in the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the proposal security deposit.

4.1.5 Litigation Bond Required: The offeror must furnish with the bid a litigation bond made payable to the Missouri Lottery in the amount of one hundred thousand dollars ($100,000). The bond shall be in the form of a bond, cashier's check, certified check, bank draft, or an irrevocable letter of credit from a bank with the Missouri Lottery listed as the payee by the closing date and time of the bid. Personal or company checks are NOT acceptable. The RFP number and effective dates shall be specified in the litigation bond.

a. The litigation bond would permit the state to recover damages or costs incurred if the offeror should bring suit on frivolous or unreasonable grounds or in bad faith and subsequently lose the case.

b. The litigation bond shall remain in force for all offerors through one (1) year from the date the responses were due.

c. After award of the contract, unsuccessful offerors may submit a “Covenant Not To Sue” to replace their litigation bonds. Upon receipt of the executed Covenant Not to Sue, the offeror's litigation bond will be returned.

4.1.6 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in its proposal as it relates to the evaluation categories to allow the state to conduct a complete and efficient evaluation. The Lottery is under no obligation to solicit such information if it is not included in the offeror's response. Offeror's failure to submit such information may cause an adverse impact on the evaluation of its proposal. Information not relevant to the requirements herein or the offeror's proposed solution should be excluded from the offeror's proposal.

4.1.7 Proposal Copies: The offeror's proposal should include an original document, plus seven copies for a total of eight documents. In addition, for each copy provided, the offeror shall include eight complete electronic copies of its proposal in Microsoft compatible format or in .pdf on CD(s), DVD(s), or flash drive(s).

a. The offeror should ensure all copies and all media are identical to the offeror’s hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.

b. The front cover of the original hard copy proposal should be labeled “original” and the front cover of all copies should be labeled “copy.”

4.1.8 Confidentiality and Proprietary Materials

a. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

b. The Lottery is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 RSMo requires that all provisions be “liberally construed and their exceptions strictly
construed” to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by an offeror as to material being proprietary and not subject to copying or distribution, or how an offeror characterizes any information provided in its proposal, all material submitted by the offeror in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri’s Sunshine Law will be treated as a closed record by the Lottery and withheld from any public request submitted to the Lottery after award. Offerors should presume information provided to the Lottery in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.

c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:

Offeror’s entire proposal;
Offeror’s pricing;
Offeror’s proposed method of performance including schedule of events and/or deliverables;
Offeror’s experience information including customer lists or references;
Offeror’s product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see Section 610.021(15) RSMo.).

d. In the event that the offeror does submit information with its proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of its proposal must be separated and clearly marked as confidential within the offeror’s proposal along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of Section 610.021 RSMo. The offeror’s failure to follow this instruction shall relieve the Lottery of any obligation to preserve the confidentiality of the documents.

e. The offeror’s sole remedy for the Lottery’s denial of any confidentiality request shall be limited to withdrawal and return of its proposal at the offeror’s expense.

f. The offeror should place all information the offeror considers to be confidential in a sealed separate folder within the offeror’s response.

4.1.9 Products/Service Outside Continental U.S.: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

4.1.10 Compliance with Requirements, Terms and Conditions: Offerors are cautioned that the Lottery shall not award a non-compliant proposal. Consequently, any offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions, or provisions of the RFP shall be eliminated from further consideration for award unless the Lottery exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issue(s).

a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.

b. In order to ensure compliance with the RFP, the offeror should indicate agreement that, in the event of conflict between any of the offeror's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the Lottery’s terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.

4.2 Business Compliance

4.2.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation
of compliance upon request by the Lottery. The compliance to conduct business in the state shall include but may not be limited to:

a. Registration of business name (if applicable);

b. Certificate of authority to transact business/certificate of good standing (if applicable);

c. Taxes (e.g., city/county/state/federal);

d. State and local certifications (e.g., professions/occupations/activities);

e. Licenses and permits (e.g., city/county license, sales permits); and

f. Insurance (e.g., unemployment insurance/workers’ compensation).

4.2.2 The Secretary of State is responsible for the registration of all Missouri and out-of-state business entities doing business in Missouri. These business entities include: for profit and nonprofit corporations, limited liability companies, limited partnerships, and many others. Missouri corporations must file articles of incorporation, while out-of-state corporations must obtain a certificate of authority. In addition, all corporations must file various documents required by law, such as amendments, mergers, consolidation instruments, articles of dissolution and terminations. For further information please go to the following web site: http://www.sos.mo.gov/business/corporations/statutes.asp or contact the Corporations Division of the Secretary of State office located at the James C. Kirkpatrick State Information Center, P.O. Box 778, Jefferson City, MO 65102, Telephone: (573) 751-4153.

4.3 Proposal Evaluation and Award

4.3.1 After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluators shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

<table>
<thead>
<tr>
<th>Evaluation Criteria Scoring Category</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing</td>
<td>90</td>
</tr>
<tr>
<td>Experience of Organization and Expertise of Personnel</td>
<td>30</td>
</tr>
<tr>
<td>Functional/Technical Capabilities and Method of Performance</td>
<td>70</td>
</tr>
<tr>
<td>MBE/WBE Participation</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL</td>
<td>200</td>
</tr>
</tbody>
</table>

4.3.2 The offeror is advised that an evaluation committee and other subject-matter experts shall be used to review and assess the proposals for responsiveness to mandatory requirements of the RFP and in accordance with the subjective evaluation criteria stated in the RFP. The ethical standards of 1 Code of State Regulation (CSR) 40-1.050(7)(O) will apply to evaluators. Offerors can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H).

4.3.3 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this RFP, the Lottery reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

a. Negotiations may be conducted in person, in writing, or by telephone.

b. Negotiations will only be conducted with potentially acceptable proposals. The Lottery reserves the right to limit negotiations to those proposals which received the highest rankings during the initial
evaluation phase. All offerors involved in the negotiation process will be invited to submit a Best and Final Offer (BAFO).

c. Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

d. The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless the Lottery determines that a change in such requirements is in the best interest of the State of Missouri.

4.3.4 Sample Equipment Submitted with Proposal: The offeror must submit a sample or prototype of each piece of required hardware proposed to Lottery’s offices at 1823 Southridge Drive, Jefferson City, Missouri. The offeror must minimally provide the Pull-Tab dispenser, redemption unit, and all related hardware that would be installed at a fraternal organization. The sample equipment should be delivered and installed at the Lottery’s offices at within five (5) business days after the RFP closing date. The offeror should provide a one (1) hour orientation on equipment usage. The offeror must be responsible for arranging for removal of sample equipment after the evaluation process has been completed. The offeror must remove all proposed equipment within thirty (30) calendar days of the award of a contract.

4.3.5 Demonstration: A system demonstration and question and answer conference may be conducted with offeror(s). If conducted, such demonstration should be in-person at a site provided by the Lottery within Jefferson City, Missouri, or via webinar, at the Lottery’s discretion. The Lottery reserves the right to only conduct demonstrations with offerors that submitted acceptable proposals meeting all of the mandatory requirements of the RFP. The demonstration should be constructed to clarify both the functional capabilities and the offeror's response. Travel and attendance expenses incurred by the offeror shall be the responsibility of the offeror. All demonstration scheduling shall be coordinated by the Lottery.

a. The demonstration shall be conducted at no cost to the Lottery; therefore, no compensation shall be made to the offeror regarding participation in the demonstration. The offeror shall have the right to decline to participate in the demonstration; however, information gained during any demonstration will be considered in the subjective evaluation.

b. The offeror should demonstrate the functionality and features of the proposed solution. The Lottery may, at its option, request that an offeror demonstrate any function, product, or system capability included in the offeror’s proposal.

c. The dates for the demonstrations will be determined by the Lottery.

d. The demonstration may be limited to two (2) hours. It is the obligation of the offeror to effectively manage its demonstration time.

e. The Lottery reserves the right to use information attained from the offeror’s demonstration in the evaluation of Experience of Organization and Expertise of Personnel, and Functional/Technical Capabilities and Method of Performance, depending upon the applicability of the information attained.

4.3.6 Award Determination: The award shall be made on an all or none basis.

4.4 Evaluation of Pricing

4.4.1 The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the mandatory requirements of the RFP and the offeror’s proposed solution. All percentages quoted shall be firm, fixed for the contract period stated on the signature page of the RFP. Unless stated in Exhibit A, the Lottery shall assume absolutely no other costs exist to satisfy the RFP’s requirements and the offeror’s proposed solution. Therefore, the successful offeror shall be responsible for any additional costs.

a. The offeror shall agree and understand the firm, fixed percentage stated in Exhibit A shall not be increased unless the Lottery requests a corresponding increase in the scope of work under the contract, which shall only be allowable through a formal contract amendment mutually agreed to between the
Lottery and the contractor. In other words, if the offeror underestimates the level of effort in terms of any resources, the contractor may not charge the Lottery more than the firm, fixed percentages stated in Exhibit A unless the Lottery later amends the contract to increase the scope of work. If the scope of work does not increase, the contractor shall complete all work agreed upon in the contract at the firm, fixed pricing stated in Exhibit A.

b. All percentages stated in response to this RFP shall be firm, fixed for the original contract period and each year of the three-year renewal period. Failure to provide pricing information required by the RFP may result in rejection of the proposal in its entirety.

c. Required Pricing: The pricing evaluation of required percentages shall be based on the cost for the Mandatory Requirements provided by the offeror in response to Exhibit A.1, Required Pricing, including all hardware, software, implementation, training, hardware and software maintenance, and contractor support services costs during the contract renewal periods. Required Pricing evaluation points shall be determined from the result of the calculations stated above using the following formula:

\[ \text{Pricing evaluation points} = \frac{\text{Percentage of Pull-Tab Net Proceeds} \times 90}{\text{Lowest Responsive Offeror’s Price X Compared Offeror’s Price}} \]

<table>
<thead>
<tr>
<th>Lowest Responsive Offeror’s Price</th>
<th>X</th>
<th>90 maximum pricing points</th>
<th>= Pricing evaluation points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compared Offeror’s Price</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

d. The offeror must provide a single firm, fixed percentage of Pull-Tab Net Proceeds in response to Exhibit A. The percentage of Pull-Tab Net Proceeds shall include all of the required hardware, software, implementation, training, hardware and software maintenance, and contractor support services costs required in Section 2 of the RFP. (The offeror shall not state a range of percentages in response to Exhibit A). The percentage of Pull-Tab Net Proceeds shall be multiplied by ten million dollars ($10,000,000) to determine the offeror’s annual Pull-Tabs cost. The offeror’s annual Pull-Tabs cost shall then be multiplied by six (6) to determine the offeror’s Pull-Tabs cost for the duration of the contract including the renewal periods.

e. Offerors are advised that the assumptions used for the cost calculation are estimates. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Lottery makes no guarantee regarding the accuracy of the quantities stated nor does the Lottery intend to imply that the figures used for the cost evaluation in any way reflect actual or anticipated usage.

4.5 Evaluation of Experience of Organization and Expertise of Personnel

4.5.1 The evaluation of the Experience of Organization and Expertise of Personnel shall be subjective based on fact. Information provided by the offeror in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

a. As part of the evaluation process, the Lottery may contact the offeror’s references, including references not listed or identified within the offeror’s proposal but who have current or previous experiences with the offeror.

b. The offeror shall agree and understand that the Lottery is not obligated to contact the offeror’s references.

4.6 Evaluation of Functional/Technical Capabilities and Method of Performance

4.6.1 The evaluation of the Functional/Technical Capabilities and Method of Performance shall be subjective based on fact. Information provided by the offeror in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

4.6.2 Implementation Plan - The offeror should provide a proposed implementation plan, as identified in Exhibit C, or any other format, to describe the proposed schedule for the implementation of the required services.
beginning from the effective date of the contract to the day services are fully operational. In the event of overlapping or concurrent tasks, a graphic chart (PERT, bar, line, etc.) may be used.

4.7 Evaluation of Offeror's MBE/WBE Participation

4.7.1 In order for the Lottery to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are ten percent (10%) MBE and five percent (5%) WBE of the total dollar value of the contract.

a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

4.7.2 The offeror’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of ten percent (10%) for MBE and five percent (5%) for WBE shall be assigned the maximum stated MBE/WBE participation evaluation points.

b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.

c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of ten percent (10%) for MBE and five percent (5%) for WBE shall be assigned a proportionately lower number of the MBE/WBE participation evaluation points than the maximum MBE/WBE participation evaluation points.

d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of zero (0) in this evaluation category.

4.7.3 MBE/WBE participation evaluation points shall be assigned using the following formula:

\[
\text{Assigned MBE/WBE Participation points} = \frac{\text{Offeror’s Proposed MBE} \% \leq 10\% + \text{WBE} \% \leq 5\%}{\text{State’s Target MBE} \% (10) + \text{WBE} \% (5)} \times \text{Maximum MBE/WBE Participation Evaluation points (10)}
\]

4.7.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit D, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment form.
b. Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the OEO). If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit D, Documentation of Intent to Participate form, or provide a recently dated letter of intent.

4.7.5 Commitment – If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

4.7.6 Definition -- Qualified MBE/WBE:

a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, OA, OEO by the proposal opening date.

b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

4.7.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the OEO at:

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Website: http://www.oeo.mo.gov/

4.8 Miscellaneous Submittal Information

4.8.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to Section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced, or assembled by a qualified nonprofit organization for the blind established pursuant to 41 United States Code (U.S.C.) Sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to Section 178.920, RSMo.

a. In order to qualify for the ten (10) bonus points, the following conditions must be met, and the following evidence must be provided:

1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of five thousand dollars ($5,000) or two percent (2%) of the total dollar value of the contract for purchases not exceeding ten million dollars ($10,000,000).

2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-
required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g., copy of certificate or Certificate Number for Missouri sheltered workshop). If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit D, Documentation of Intent to Participate form, or provide a recently dated letter of intent.

b. A list of Missouri sheltered workshops can be found at the following Internet address: http://www.dese.mo.gov/divs speedy/shelteredworkshops/index.html.

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses: http://www.lhb industries.com and http://www.alphapointe.org

d. Commitment – If the offeror’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

4.8.2 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference - Pursuant to Section 34.074, RSMo, and 1 CSR 40-1.050, a three point bonus preference shall be granted to offerors including products and/or services manufactured, produced, or assembled by a qualified SDVE. (See below for a definition of a qualified SDVE.)

a. In order to qualify for the three bonus points, the following conditions must be met, and the following evidence must be provided:

1) The offeror must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.

2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the offeror’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
3) If the offeror is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate form, signed and dated no earlier than the RFP issuance date by the SDVE or a letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein. If the offeror submitting the proposal is a qualified SDVE, the offeror is not required to complete Exhibit D, Documentation of Intent to Participate form, or provide a recently dated letter of intent.

NOTE: If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the service-disabled veteran’s (SDV’s) award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs: www.oa.mo.gov/purch/vendorinfo/sdve.html

b. Commitment – If the offeror’s proposal is awarded, the SDVE participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

c. Definition - Qualified SDVE:

1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more SDVs or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;

3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;

4) SDVE has a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs; and

5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.8.3 Affidavit of Work Authorization and Documentation - Pursuant to Section 285.530, RSMo, if the offeror meets the Section 285.525, RSMo, definition of a “business entity” (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit E must be submitted prior to an award of a contract.

4.8.4 Other Requested / Required Information:
a. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide relevant details in response to Exhibit F. In providing a response, the offeror should review Executive Order 04-09 (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp) and provide adequate explanation of any offshore (outside the United States) product/service provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

b. Offerors as Employees: Offerors whose officers, partners/members, or employees are employees of the State of Missouri, a member of the Missouri General Assembly, or a statewide elected official, should complete, sign, and return Exhibit F with the offeror’s proposal.

4.8.5 Proposal Submittal Checklist – The following checklist is provided to assist the offeror in completing its proposal. The offeror is encouraged to utilize this checklist before submitting the proposal. It is the offeror’s sole responsibility to ensure that all mandatory requirements are met and that its proposal including all exhibits are properly completed and submitted with the proposal.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Completed?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completed and signed all amendments (if applicable) and original RFP? <em>(Mandatory that proposal includes signature)</em></td>
<td>(√)</td>
</tr>
<tr>
<td>2.</td>
<td>Provided firm, fixed pricing on Exhibit A – Pricing Page?</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Completed Exhibit B – Experience of Organization and Expertise of Personnel?</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Completed Exhibit C – Functional/Technical Capabilities and Method of Performance?</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>If applicable, completed Exhibit D.1 – Participation Commitment for any M/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE proposed?</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>If applicable, completed Exhibit D.2 – Documentation of Intent to Participate, identifying each M/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE proposed?</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>If applicable, clearly state M/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE participation % of Total Value of Contract (or for Blind/Sheltered Workshops, Total Dollar Amount or Participation %) on Exhibit D.1 and D.2?</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>If applicable, received authorized signature on Exhibit D.1 and D.2 from every M/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE committed to providing products/services under the RFP?</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Completed and signed Exhibit E – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return all required documents and affidavit (if required))?</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Indicated if any products/services are manufactured/performed outside of the U.S. – Exhibit F, Miscellaneous Information?</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>If applicable, clearly marked, separated, and sealed proprietary or confidential information?</td>
<td></td>
</tr>
</tbody>
</table>

*Include eight (8) copies of proposal with the original proposal clearly marked as “Original”*

**Note:** Failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration and may result in rejection of the offeror’s proposal.
EXHIBIT A
PRICING PAGE
(Evaluation value is ninety (90) points)

The offeror shall provide firm, fixed pricing below to meet the specifications and requirements of the RFP. The offeror must indicate any other relevant information related to the pricing of its proposed products and services. Pricing must include all costs for the system, retailer equipment, implementation, installation, technical support, training, and documentation.

A.1 REQUIRED PRICING

The offeror must provide a firm, fixed percentage of Pull-Tab net proceeds as its only means of compensation for providing the mandatory requirements of this contract.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>FIRM, FIXED PERCENTAGE FOR THE DURATION OF THE CONTRACT (ORIGINAL CONTRACT PERIOD AND THREE ONE-YEAR RENEWAL PERIODS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of Pull-Tab Net Proceeds</td>
<td>TOTAL</td>
<td>_______ %</td>
</tr>
<tr>
<td>(Pull-Tab Net Proceeds shall mean Pull-Tab amount played less amount won plus expired vouchers.)</td>
<td></td>
<td>(Not to exceed 40 %, the percentage shall be carried to no more than two decimal places.)</td>
</tr>
</tbody>
</table>
EXHIBIT B

EXPERIENCE OF ORGANIZATION AND EXPERTISE OF PERSONNEL
(Evaluation value is thirty (30) points)

The evaluation of the offeror’s experience and expertise of personnel shall be subjective based on the ability of the offeror to perform the requirements stated herein. Therefore, the offeror should present detailed information regarding the organization’s experience and expertise of proposed personnel. The following information should be provided by the offeror in order to assist the Lottery in evaluation of the offeror’s experience and expertise of personnel. The Lottery reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE:

1. The offeror should describe any previous contract experiences of a similar nature and complexity in scope, responsibility, and technologies involved as what is described in this RFP. The offeror should indicate whether it provides similar solutions or services to lotteries.

2. The offeror should submit a history of all past/current customers using similar machines, particularly any in the lottery industry. This history should include the types and amount of equipment provided and the length of time the equipment has been in operation.

3. The offeror should describe the nature of the offeror’s business, type of services performed, etc.

4. The offeror should describe the history of the company. The offeror should indicate the number of years its company has been providing similar type services.

5. The offeror should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all RFP requirements. The offeror should document how sufficient resources will be provided to the Lottery.

6. The offeror should provide an organizational chart, and describe its organization and the organization of its proposed subcontractor’s(s’) organization(s) as it relates to the reliability and market strength/stability of the organization.

7. The offeror should describe any other companies and organizations that are strategic partners or with which the offeror has any alliances. Explain what benefit(s) the Lottery will receive from these alliances and/or partners as it relates to the provision of the required system and services described in this RFP. The offeror should disclose any corporate affiliations regarding other service organization affiliations, etc.

8. The offeror should indicate whether there is currently or within the past twelve (12) months have been any legal actions, suits, or proceeding, pending or threatened against the offeror. Explain any such circumstances. For any subcontractors proposed, the same information should be provided for each subcontractor.

9. The offeror should indicate whether it has had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain any such circumstances/reasons for the cancellation and/or non-renewal.

10. The offeror should provide reference contact information (name, role in project, phone, and e-mail). Please verify correct e-mail address prior to submitting) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the following table (or in a similar format), the offeror should provide up to five (5) references that may be contacted. In addition, the offeror should provide up to three (3) references that may be contacted for any/subcontractor that the offeror proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.
The evaluator’s inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.

### REFERENCE

<table>
<thead>
<tr>
<th>Contracting Agency/Entity Client Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td></td>
</tr>
<tr>
<td>Contact Title:</td>
<td></td>
</tr>
<tr>
<td><strong>Description of Role / Responsibility the above contact person had in referenced contract work:</strong></td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td></td>
</tr>
<tr>
<td><strong>Contact Email Address:</strong></td>
<td><em>please verify accuracy of email address</em></td>
</tr>
</tbody>
</table>

| Applicable Dates of Contract Work       |  |
| **Description of Role / Responsibility in referenced contract work:** |  |

11. The Corporate Vendor Information Form (Exhibit G) should be completed and submitted with the offeror’s proposal.

### B.2 EXPERTISE OF PERSONNEL:

1. The offeror should provide detailed information about the experience and qualifications, including any applicable certifications, of the personnel proposed in response to the RFP and identify whether the staff is that of the contractor or subcontractor.
   - The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the Lottery.

   The offeror should provide previous work assignments of the proposed personnel that are similar to the work they will be responsible for under the subsequent contract.

2. It is preferred that the offeror identify key staff titles and job descriptions. The offeror may name one individual to serve in more than one job function.

3. If personnel are not yet named, the offeror should provide:
   - Detailed descriptions of the required employment qualifications; and
   - Detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

*Note: Failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration and may result in rejection of the offeror’s proposal.*
EXHIBIT C
FUNCTIONAL/TECHNICAL CAPABILITIES AND METHOD OF PERFORMANCE
(Evaluation value is seventy (70) points)

The evaluation of the offeror’s proposed functional/technical capabilities, and method of performance shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the proposed functional and technical capabilities and its proposed method of performance. The Lottery reserves the right to use this information, including information gained from any other source, in the overall evaluation process.

It is the offeror’s responsibility to make sure all hardware, software and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products and services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

C.1 Functional and Technical Capabilities

C.1.2 Hardware and Software:

1. The offeror should indicate when each of the offeror’s proposed pieces of equipment was first placed in operation pursuant to Section 2.1.1.

2. Computer screen shots, diagrams, flow charts, etc. depicting functionality of equipment and system reports should be included, and also describe the database structure and query tools available for ad hoc reporting.

C.1.3 Communications:

1. The offeror should fully describe its communication capabilities and plans for fulfilling the communication requirements of the RFP.

2. The offeror should provide all information about the redundant communications connections between the centralized system, the hot back-up system, Pull-Tab dispensers, and redemption units.

3. The offeror should describe in detail how they will supply data communications to provide connectivity to all Pull-Tab fraternal organizations.

C.2 Method of Performance:

1. Disaster Recovery: The offeror should submit an outline of its disaster recovery plan for the hardware, software, facilities and communications connections proposed in response to this RFP.

2. Security: The offeror should describe all security features of the proposed Pull-Tab hardware, software and physical facility.

3. The offeror should describe its implementation system test plan for the proposed centralized system and hot back-up system, Pull-Tab dispensers and equipment required at each fraternal organization, Pull-Tabs and vouchers, and communications network.

4. The offeror should describe the quality and characteristics of the Pull-Tab ticket and voucher proposed for use, including the exact specifications, and include samples of all proposed Pull-Tabs and vouchers. The offeror should fully describe all other supplies including training manuals.

5. The offeror should fully describe its proposed training program and staffing for both transition training and ongoing training.

6. Offeror should submit examples of its proposed training materials and methods.

7. The offeror should submit a complete description of its proposed customer service program for the Lottery and its Pull-Tab fraternal organizations. This should include the location of all terminal
repair depots, location and staffing of the 800 (toll-free) HOTLINE facility and the location of all of its service technicians.

8. The offeror should describe its solution for the recording of customer service calls and the retrieval of archived calls.

9. The offeror should submit a structured and detailed system test plan in writing to the Lottery with its bid submission. The plan should utilize an expected results testing methodology.

10. The offeror should provide a detailed transition plan for converting from the current Pull-Tab system to the new contractor's Pull-Tab system.

11. The offeror should describe the quality and characteristics of the Pull-Tab dispenser, including hardware and peripherals, basic game play and operation, and touch screen displays.

12. The offeror should describe the methodology for repairing equipment, including the location(s) where the machines would be repaired and within what timeframe.

13. The offeror should describe its procedures for removal of old or malfunctioning equipment and installation of new equipment on an on-going basis.

14. The offeror should describe reporting options and report capabilities available to both fraternal organizations and the Lottery.

15. The offeror should describe the voucher redemption process at the fraternal organization.

16. The offeror should describe a methodology and reporting for voucher redemption at Lottery headquarters if requested by the Lottery.

17. The offeror should describe its marketing plan and estimated budget for marketing materials.

C.2.1 Implementation Plan: The offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. "Completion Day" should be specified as a certain number of days from the effective date of the contract until completion of the specific task. "Assigned Personnel" should be identified by project title and name, unless such personnel are yet to be hired. "Workhours" should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached. The offeror may use this format or any other format to provide its implementation plan.

<table>
<thead>
<tr>
<th>Task or Event</th>
<th>Completion Day</th>
<th>Assigned Personnel</th>
<th>Work-hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date of Contract</td>
<td>1</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
C.3 **Economic Impact to Missouri:** The offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:

- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

- Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

- Provide a description of the company’s economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

**Note:** Failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration and may result in rejection of the offeror’s proposal.
EXHIBIT D
(Evaluation value is ten (10) points)

D.1 PARTICIPATION BY OTHER ORGANIZATIONS

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit this completed Exhibit with the offeror’s proposal.

- For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

### MBE Participation Commitment Table

(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

<table>
<thead>
<tr>
<th>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</th>
<th>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</th>
<th>Description of Products/Services to be Provided by Listed MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td><strong>Total MBE Percentage:</strong></td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

### WBE Participation Commitment Table

(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

<table>
<thead>
<tr>
<th>Name of Each Qualified Women Business Enterprise (WBE) proposed</th>
<th>Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)</th>
<th>Description of Products/Services to be Provided by Listed WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td><strong>Total WBE Percentage:</strong></td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>
### Organization for the Blind/Sheltered Workshop Commitment Table

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

<table>
<thead>
<tr>
<th>Name of Organization for the Blind or Sheltered Workshop Proposed</th>
<th>Committed Participation ($ amount or % of total value of contract)</th>
<th>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SDVE Participation Commitment Table

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

<table>
<thead>
<tr>
<th>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</th>
<th>Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)</th>
<th>Description of Products/Services to be Provided by Listed SDVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Total SDVE Percentage:</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>
D.2 DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror’s proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: ____________________________

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

______MBE       _____WBE      _____Org for the Blind      _____Sheltered Workshop      _____SDVE

Name of Participating Organization: ____________________________

Contact Name: ____________________________ Email: ____________________________

Address: ____________________________ Phone #: ____________________________

City: ____________________________ Fax #: ____________________________

State/Zip: ____________________________ Certification # ____________________________

(or attach copy of certification)

Certification Expiration Date: ____________________________

Describe the products/services you (as the participating organization) have agreed to provide:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Authorized Signature:

__________________________________________________________

Authorized Signature of Participating Organization         Date
EXHIBIT D (continued)

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five years to a Missouri state agency or public university:

- a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and
- a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

(Note: For ease of evaluation, please attach a copy of the SDV’s award letter or a copy of the SDV’s discharge paper, and a copy of the SDV’s documentation certifying disability to this Exhibit. The SDV’s award letter, the SDV’s discharge paper, and the SDV’s documentation certifying disability shall be considered confidential pursuant to subsection 14 of Section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV’s documents (the SDV’s award letter or the SDV’s discharge paper, and the SDV’s documentation certifying disability) to a Missouri state agency or public university within the past five years, the SDVE should provide the information requested below.

Name of Missouri State Agency or Public University* to which the SDV’s documents were submitted:

____________________________________________________________________________

(*Public University includes the following five schools under Chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date SDV’s documents were submitted: ______________________

Previous Bid/Contract Number for which the SDV’s documents were submitted: ___________________ (if known)

(Note: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management’s (OA/DPMM) website (www.oa.mo.gov/purch/vendorinfo/sdve.html) for up to five years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Procurement Officer ______________________ Date ______________________

40
EXHIBIT E
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION: The offeror must certify the offeror’s current business status by completing either Box A or Box B or Box C on this Exhibit.

<table>
<thead>
<tr>
<th>BOX A:</th>
<th>To be completed by a non-business entity as defined below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOX B:</td>
<td>To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm">http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm</a>.</td>
</tr>
<tr>
<td>BOX C:</td>
<td>To be completed by a business entity that has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.</td>
</tr>
</tbody>
</table>

**Business entity**, as defined in Section 285.525 RSMo, pertaining to Section 285.530 RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of Section 288.034 RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that ________ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in Section 285.525 RSMo pertaining to Section 285.530 RSMo as stated above, because: (check the applicable business status that applies below)

- [ ] I am a self-employed individual with no employees; **OR**
- [ ] The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of Section 288.034 RSMo.

I certify that I am not an alien unlawfully present in the United States and if __________ (Company/Individual Name) is awarded a contract for the services requested herein and if the business status changes during the life of the contract to become a business entity as defined in Section 285.525 RSMo, pertaining to Section 285.530 RSMo, then, prior to the performance of any services as a business entity, __________ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Lottery with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print) __________

Authorized Representative’s Signature __________

Company Name (if applicable) __________ Date __________
EXHIBIT E (continued)

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

<table>
<thead>
<tr>
<th>BOX B – CURRENT BUSINESS ENTITY STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>I certify that ____________________ (Business Entity Name) <strong>MEETS</strong> the definition of a business entity as defined in Section 285.525 RSMo, pertaining to Section 285.530 RSMo.</td>
</tr>
<tr>
<td>Authorized Business Entity Representative’s Name</td>
</tr>
<tr>
<td>(Please Print)</td>
</tr>
<tr>
<td>Business Entity Name</td>
</tr>
<tr>
<td>email address</td>
</tr>
</tbody>
</table>

As a business entity, the offeror must perform/provide the following. The offeror should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/ue_1185221678150.shtm](http://www.dhs.gov/files/programs/ue_1185221678150.shtm); Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- Provide documentation affirming said company/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror’s name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror’s name and company ID, then no additional pages of the MOU must be submitted; AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.
EXHIBIT E (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror who meets the Section 285.525 RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now __________________ ______ (Name of Business Entity Authorized Representative) as ________________ (Position/Title) first being duly sworn on my oath, affirm __________________ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of Section 285.530 RSMo. I also affirm that __________________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

By signing this form, I acknowledge that I am authorized to provide this information and sign as a representative of the entity on whose behalf I have signed, that the information provided herein is accurate, and that false statements made in this filing are subject to the penalties provided under Section 575.040 RSMo.

Authorized Representative’s Signature __________________________________________
Printed Name __________________________________________
Title __________________________________________
Date __________________________________________

E-Mail Address __________________________________________
E-Verify Company ID Number __________________________________________

Subscribed and sworn to before me this _____________ of ___________________. I am commissioned as a notary public within the County of ___________________, State of ___________________, and my commission expires on _____________ _________.

Signature of Notary __________________________________________
Date __________________________________________

(SEAL)
EXHIBIT E (continued)

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

<table>
<thead>
<tr>
<th>BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>I certify that ______________________ (Business Entity Name) <strong>MEETS</strong> the definition of a business entity as defined in Section 285.525 RSMo, pertaining to Section 285.530 RSMo, and has enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. This business entity has previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.</td>
</tr>
<tr>
<td>✔ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror’s name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division</td>
</tr>
<tr>
<td>✔ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).</td>
</tr>
</tbody>
</table>
| **Name of Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: ___________________________________________________________________

(*Public University includes the following five schools under Chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date of Previous E-Verify Documentation Submission:** ______________________

**Previous Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: ______________________

(if known)

<table>
<thead>
<tr>
<th>Authorized Business Entity Representative’s Name (Please Print)</th>
<th>Authorized Business Entity Representative’s Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Verify MOU Company ID Number</td>
<td>E-Mail Address</td>
</tr>
<tr>
<td>Business Entity Name</td>
<td>Date</td>
</tr>
</tbody>
</table>

**FOR STATE USE ONLY**

Documentation Verification Completed By: ______________________

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Date</th>
</tr>
</thead>
</table>
EXHIBIT F
MISSCELLANEOUS INFORMATION

F.1  Outside United States:

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

In providing a response, the offeror should review Executive Order 04-09 (provided at the following web site link:  http://oa.mo.gov/purch/vendorinfo/eo04_09.pdf) and provide adequate explanation of any offshore (outside the United States) product/service provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order.

<table>
<thead>
<tr>
<th>Are products and/or services being manufactured or performed at sites outside the United States?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe and provide details:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F.2  Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with Sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:

<table>
<thead>
<tr>
<th>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:</td>
<td></td>
</tr>
<tr>
<td>Percentage of ownership interest in offeror’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:</td>
<td>________ %</td>
</tr>
</tbody>
</table>
Corporate Vendor Information Form

THIS FORM MUST BE COMPLETED BY ALL PROSPECTIVE VENDORS OF THE Missouri Lottery.
ONLY COMPLETED FORMS WILL BE ACCEPTED.

1. Corporate Name: ______________________________________________________________
   Address: _______________________________________________________________________
   Telephone: _____________________________________________________________________
   State of Incorporation: _____________________________________________________________

2. List any fictitious filings in any jurisdiction for the corporation together with the political entity with whom such name is filed:
   ________________________________________________________________________________

3. List all officers, directors-past and present-of the corporation for the last five (5) years, dates of birth, their driver’s license numbers and the states of issuance. At your option, you may supply social security numbers in addition to the requested information.
   ________________________________________________________________________________
   ________________________________________________________________________________
   ________________________________________________________________________________

4. In the last five (5) years, has your corporation ever been:
   Bankrupt: ________________________________________________________________________
   Insolvent: _______________________________________________________________________ 
   Receivership: ____________________________________________________________________
   Trusteeship: _____________________________________________________________________
   Court: __________________________________________________________________________
   Court Location: __________________________________________________________________
   Docket Number: __________________________________________________________________
   None of the above: __________________________________________________________________
EXHIBIT G (continued)

5. In the last five (5) years, has your corporation been involved in any civil litigation?  No  Yes

   • If yes, list cause of action, court, name, location and docket numbers:

6. List casualties or losses suffered by your company the last five (5) years:

7. List all foreign investments:

8. If the corporation is a wholly-owned subsidiary or has interlocking board of directors, please list:

   A. Corporation name (parent subsidiary)________________________________________

   Address:_______________________________________________________________________
   Telephone:__(____)___________________________________________________________________

   B. Fictitious names with the political entity in which such name was filed:

   _______________________________________________________________________________

   C. Officers, directors-past and present –for the last five (5) years:

   _______________________________________________________________________________

9. List each location where business records of your corporation are kept and type of business records at each location:

   _______________________________________________________________________________
   _______________________________________________________________________________

10. List each political entity in which the corporation is licensed to do business

   _______________________________________________________________________________

11. List all fictitious names, together with the name of political entity in which such fictitious names have been filed:

   _______________________________________________________________________________
EXHIBIT G (continued)

12. Has your corporation or its officers ever entered a plea of guilty or no contest; for any felony or gambling offense regardless if the plea was considered a conviction under the jurisdiction in which it was made?

<table>
<thead>
<tr>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
</table>

If yes please explain: ____________________________________________________________

13. Has your corporation or any of its officers been convicted of a felony or gambling offense of any kind?

<table>
<thead>
<tr>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
</table>

If yes, please explain: ____________________________________________________________

14. Have you or your company ever purchased a tax stamp for wagering or gambling from the federal government or any other political entity?

<table>
<thead>
<tr>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
</table>

15. List your outside CPA firm (with complete address) most familiar with your company’s financial condition:

_______________________________________________________________________________________________

By signing this form, I acknowledge that I am authorized to provide this information and sign as a representative of the entity on whose behalf I have signed, that the information provided herein is accurate and complete, and that the entity waives its accountant-client privilege to the extent necessary for the Lottery to conduct an evaluation or investigation of the entity before rendering a decision regarding its eligibility to provide contractual services to the Lottery.

Authorized name and title (printed):

_______________________________________________________________________________________________

Authorized signature       Date

Missouri Lottery Corporate Vendor Information Form Updated December 30, 2013
Missouri Lottery Risk Management Division