

# **REQUEST FOR PROPOSAL (“RFP”)**

**NUMBER: 0010**

## **FOR KENO STRATEGIC MARKETING and ADVERTISING SERVICES**

**THIS IS A SENSITIVE PROCUREMENT**

Issue Date: Thursday, September 2, 2021

Proposal Submission Deadline: Friday, September 24, 2021

Chief Executive Officer of the Wyoming Lottery Corporation:

Jon Clontz

1620 Central Ave Suite 100

Cheyenne, WY 82001

307-432-9300

[jclontz@wylotterycorp.com](mailto:jclontz@wylotterycorp.com)

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# **SECTION 1**

## **GENERAL INFORMATION**

### **1.1 INTRODUCTION**

#### **RFP PURPOSE**

The Wyoming Lottery acting by and through the Wyoming Lottery Corporation Board of Directors (hereinafter the "Lottery") is seeking Proposals from qualified firms or businesses with demonstrated expertise and experience in delivering marketing communication services that support Lottery's products; programs; or other marketing outreach efforts, as defined in this RFP ("Services").

The Lottery intends to enter into a written agreement ("Agreement" or "Price Agreement") with a Proposer as a result of the evaluation and scoring process set forth in Sections 3 and 4. The Lottery anticipates the price agreement will have an initial term of two (2) years. The Lottery and Contractor(s) may negotiate additional extensions to the Agreement, the total which will not exceed six (6) years, unless deemed in the Lottery's best interest.

### **1.2 RFP SOLICITATION DOCUMENTS**

RFP documents may be downloaded from FindRFP.com.

### **1.3 BACKGROUND**

#### **LOTTERY'S MISSION**

Mission - The Lottery is committed to generating revenue for the state of Wyoming through the responsible management and sale of entertaining lottery products. The Lottery will incorporate the highest standards of security and integrity, set and achieve challenging and innovative goals, provide quality customer service and utilize a TEAM approach.

The Lottery is supporting its mission by the objectives, business requirements, pricing requirements and Proposal evaluation approach described in this RFP. The Services requested in this RFP are important to the Lottery's business operations.

### **1.4 AREA'S OF MARKETING AND ADVERTISING FOCUS**

Below is a list and description of the primary areas of Keno product and promotions marketing and advertising support areas.

#### **1.4.1 Product Strategy:**

Product refers to the Keno game that Lottery will offer. Currently, Lottery offers Powerball®, Mega Millions®, Lucky for Life®, Cowboy Draw™, 2by2® and Ragtime Raffle games.

#### **1.4.2 Responsible Gambling Strategy:**

The Lottery is vested in the communication and education of Wyoming lottery players as it pertains to responsible gambling. Lottery in conjunction with the Department of Health has created and participates in the Wyoming Problem Gambling Coalition. The Keno product must include responsible gambling messaging in its communication and advertising outreach program.

#### **1.4.3 Where the Money Goes**

Currently Wyoming Lottery funds are used for cities, towns and counties. Keno funds will also be used for cities, towns and counties to distribute as they deem necessary Keno marketing and advertising communication will incorporate a giving back message highlighting statute required distribution. Contractor will also work with the advertising and marketing contractor for the integration of this message into overall brand communication.

#### **1.4.4 Media Services**

The Lottery will promote the Keno product and promotions with integrated media campaigns which typically will include television, radio, print, out-of-home, point of purchase and on-line media.

#### **1.4.5 Public Relations**

The Lottery is a corporation organized by Wyoming statutes to be more of an entrepreneurial business, however, we do have obligations to the State and the people of Wyoming. Because of such, we must act and communicate with consideration of public scrutiny.

#### **1.4.6 Event and Sponsorship Planning & Support Services**

The Lottery has developed sponsorship relationships with businesses, corporations, colleges, non-profit organizations and others that are a good fit for the Lottery. To promote the Keno game, the Lottery may consider sponsoring additional or different opportunities in an effort to showcase the Keno product and programs. The Keno product will also require retailer training events and player event strategy designed to educate these audiences on how to play.

## SECTION 2

### STATEMENT OF WORK

#### 2.1 PRODUCT

Contractor shall deliver Services that support Lottery's Keno product. The primary tasks and deliverables shall include:

- 2.1.1 **Strategic Planning** – Contractor shall work with Lottery to help identify strategic direction for the Keno brand development and promotion of the Lottery product. This shall include general strategic input, directed brainstorming and ideation, secondary research compilation, product specific strategic input, loyalty marketing strategies, product training plan, retailer marketing, communication plan recommendations, interaction with Lottery sponsorship partners, retailers, vendors and the like. In its strategic planning capacity, Contractor shall make recommendations to Lottery on how to effectively communicate to diverse audiences, with the inclusion of messages that are culturally competent to diverse groups and relevant across all generations.

Keno will require the recruitment of additional retailers in the social establishment category. Contractor shall work with the Lottery to identify strategic approach for recruitment and identifying marketing material that will be required to best sell Keno into these new establishments. Strategy should include marketing material and messaging recommendations.

Contractor shall provide its senior staff assigned to perform Strategic Planning Services under Lottery's account ("Key Personnel").

#### 2.2 RESPONSIBLE GAMBLING PROGRAM

Contractor shall deliver Services that support Lottery's Responsible/Problem Gambling program outlined Section 1.4.2. The Services tasks and deliverables shall include:

- 2.2.1 **Strategic Planning** - Contractor shall work with Lottery to help identify strategic direction for the dissemination of the Lottery's Problem and Responsible Gambling messages. This may include general strategic input, directed brainstorming and ideation, secondary research compilation, interaction with the Responsible Gambling community and or the Wyoming Health Authority, communication plan recommendations and the like. In its strategic planning capacity, Contractor shall make recommendations to Lottery on how to effectively communicate to diverse audiences, with the inclusion of messages that are culturally competent to diverse groups and relevant across all generations.

Contractor shall assign senior staff ("Key Personnel") to perform Strategic Planning Services under Lottery's account.

## 2.3 WHERE THE MONEY GOES

Contractor shall deliver Services that support Lottery's messaging for "Where the Money Goes" program outlined in Section 1.4.3. The Services primary tasks and deliverables shall include:

- 2.3.1 **Strategic Planning** - Contractor shall work with Lottery to help identify strategic direction for the promotion of "Where the Money Goes" message specific to the Keno product. This may include general strategic input, directed brainstorming and ideation, secondary research compilation, interaction with recipients of Lottery funds and the like. In its strategic planning capacity, Contractor shall make recommendations to Lottery on how to effectively communicate to diverse audiences, with the inclusion of messages that are culturally competent to diverse groups and relevant across all generations.

Contractor shall assign senior staff ("Key Personnel") to perform Strategic Planning Services under Lottery's account.

## 2.4 MEDIA SERVICES

Contractor shall deliver Media Services that support Keno integrated campaigns outlined in Section 1.4.4. Contractor's Media Services may include, but may not be limited to advertisements for television, radio, print, out-of-home, digital, social media and any other non-traditional advertising, advertisements, or marketing outreach effort that Lottery selects to support its campaign.

As requested by Lottery, Contractor shall prepare and deliver to Lottery a detailed plan that describes the media mix for each integrated campaign. Once Lottery delivers its approval, the document becomes the "Media Plan." Media Services tasks and deliverables may include:

- 2.4.1 **Media Planning** - Contractor shall provide Media Planning that promotes Lottery Keno product and promotions. Contractor's services with respect to Media Planning may include developing a media brief that will allow for clear understanding of the business situation, objectives and strategies, including target audiences, timing, geography, budget, communication goals and media vehicles. The Contractor shall be responsible for planning development by preparing clear and distinct options based on the objectives; planning sessions that include reviews of the objectives and strategies; options; audience delivery, budget summary; and flowcharts for the selected Media. Contractor shall be responsible for effectively reaching diverse, multi-cultural audiences.
- 2.4.2 **Media Negotiations** - Contractor shall provide media buy negotiations including analysis of audience data; negotiation of rates, positioning; and added value.
- 2.4.3 **Media Buying** - Contractor's Services with respect to buy execution includes

placement of insertion orders; buy presentations including programming detail, audience delivery detail, and run schedules; and stewardship including, weekly monitoring of positioning, ratings and “make-goods,” evaluation of on-going media opportunities/marketplace changes; detailed monthly budget tracking and management; invoice reconciliation and media provider payment. This will also include obtaining “value-added” media and working with Lottery’s sponsorship properties (such as Frontier Days, University of Wyoming, etc.,) on the media components of the sponsorships where it pertains to Keno.

2.4.4 **Traffic** - Contractor shall provide media with traffic instructions. Contractor will work with media outlets to ensure the implementation is as expected.

2.4.5 **Media Evaluation & Analysis** - Contractor shall provide the Lottery with post-buy analysis for every campaign. Additionally, Contractor shall provide quarterly analysis of all media which addresses the effectiveness of the recommended buys.

## 2.5 PUBLIC RELATIONS

Contractor shall deliver Public Relations Services support to the Lottery outlined in Section 1.4.5 and deliverables shall include:

2.5.1 **Strategic Consulting** - Contractor shall work with Lottery to help identify strategic direction for the promotion of the Keno product and its brand utilizing public relations channels. Contractor’s services may include collaborating with the Lottery on the development of Keno PR strategy and communication plan, and may also include directed brainstorming and ideation, secondary research compilation, strategic input on partners and sponsorships, and the like. In its strategic planning capacity, Contractor shall make recommendations to Lottery on how to effectively communicate to diverse audiences, with the inclusion of messages that are culturally competent to diverse groups and relevant across all generations.

Contractor shall work with Lottery to develop a strategic communication plan that includes Keno product prelaunch, launch and post launch strategies. The communications plan should include strategy, execution calendar and recommended messaging for all game launch phases. Communication plan should address all audiences such as the governor’s office, legislature, key stakeholders, retailers, players, and the media.

Contractor shall assign senior staff (“Key Personnel”) to perform Strategic Planning Services under Lottery’s account.

2.5.2



**2.5.2 Media Outreach** - Contractor shall support the Lottery using existing relationships with key media partners throughout the state, collaborate to establish a regular media distribution list for ongoing Keno PR announcements. Further, Contractor shall provide input on a pitch calendar for proactive outreach based upon Lottery-supplied goals for Keno. This calendar could include public information, product specific outreach and winner specific stories.

Contractor shall work closely with the Lottery's CEO, COO, and Lottery's Marketing Manager and potentially, Lottery Board Members, to create synergy of messaging and coverage.

**2.5.3 Lottery Executive Visibility** - Contractor will work with identified key executives and Marketing Manager to increase Lottery visibility among influential business, community, and legislative leaders. This may include media training.

**2.5.4 Crisis Management** - Contractor may be required to work with Lottery vendors, retailers, and Lottery staff to develop a Keno Crisis Communication process. This may include media training.

## **2.6 ACCOUNT MANAGEMENT**

Contractor shall provide account management services to facilitate the day-to-day management, workflow, and contract administration. Contractor shall provide its dedicated staff assigned specifically to perform account management tasks under Lottery's account.

## **2.7 CREATIVE DEVELOPMENT**

Contractor shall develop creative concepts for any combination of Lottery's multi-media advertisements. Creative development may include traditional advertisements for television, radio, print, out-of-home, point-of-purchase, digital and social media, and collateral materials, as well as other non-traditional advertising, advertisements or marketing outreach effort that Lottery selects to support its Keno campaign. Creative development will include also include product consumables (i.e., play slips, retailer quick reference guides and possible technology equipment branding).

Contractor shall collaborate with Lottery's advertising and marketing contractor to ensure any developed concept can be placed on Lottery's web site.

## **2.8 LOGISTICS**

Contractor shall develop creative solutions based upon a Lottery supplied Keno product and/or program business plan. Contractor shall use the product and/or program business plan to develop a project brief for Keno product launch that outlines the messaging, target audience, tone, and executional considerations. Once the project brief is agreed upon, Contractor shall prepare and submit a production timeline for all

deliverables up to the final delivery of the selected an approved advertisement(s) or marketing materials to Lottery. Contractor shall deliver work in a variety of formats.

## **2.9 PRODUCTION, PLANNING AND EXECUTION**

Contractor shall produce and deliver any combination of Lottery's approved multi-media advertisements. Production planning and execution may include advertisements for television, radio, print, out-of-home, point-of-purchase, collateral materials, merchandising displays, promotional items, retailer recruitment materials, retailer/player educational collateral and any other advertising or marketing effort that Lottery selects to support its campaign.

As part of the production planning, Contractor shall prepare and submit a production timeline for all deliverables up to the final delivery of the selected and final approved electronic master of each advertisement or advertising materials to Lottery. The Contractor must collaborate with Lottery's advertising and marketing contractor to ensure the timeline is acceptable and in alignment with other campaign and corporate communication works in progress.

All advertisements delivered to Lottery are the exclusive property of the Lottery.

- 2.9.1 For television advertisements, Contractor's Services shall include the negotiation, arrangement, and management of all aspects of and contracting for, directors, producers, production services, props, talent and associated fees, licensing rights, and any other services required to produce the television advertisement(s).
- 2.9.2 For radio advertisements, Contractor's Services shall include the negotiation, arrangement, and management of all aspects and contracting for, production services, talent and associated fees, licensing rights and any other services required to produce the radio advertisement(s).
- 2.9.3 For print, point of purchase and collateral materials, and out-of-home advertisements, Contractor's services shall include, the negotiation, arrangement, management of and contracting for photographer's, illustrators, licensing rights, and any other services required to produce the materials. Contractor's Services includes the actual printing and manufacturing services of the collateral and coordinating delivery as requested by the Lottery.
- 2.9.4 For digital and social advertisements, Contractor's Services shall include the negotiation, arrangement, and management of all aspects of contracting for, production services, talent and associated fees, licensing rights and any other services required to produce advertising assets.

## **2.10 EVENT AND SPONSORSHIP PLANNING THROUGH EXECUTION**

Contractor will support Keno Event and Sponsorship planning and assist in providing new sponsorship opportunities. The Contractor shall work with the Lottery to develop,

plan, and execute promotions at targeted retailer and player events and sponsorships and could be required to provide promotional staffing services. Lottery will collaborate with Lottery's gaming vendor to assist with staffing levels as well. Contractor will be required to work with Lottery's advertising and marketing contractor to integrate concepts across all media.

Contractor shall deliver Event and Sponsorship support to the Lottery outlined in Section 1.4.6 and deliverables shall include:

2.10.1 Retailer education events will be required to ensure that all retailers understand how to play Keno and the promotions associated with this game. These events will be occurring statewide with Lottery's staff, gaming vendor staff and possibly contractor staff attending and executing.

2.10.2 Keno parties will be used to engage with Lottery players. Keno parties will introduce and promote the Keno game to current and new players. On-site player events will be executed at retailer locations throughout the state. During events players will be incentivized to play Keno and engage with the Lottery's staff. Contractor will support player party strategy, development, and execution.

## **2.11 MEDIA REPORTING / ANALYTICS**

Contractor shall provide monthly reports that compile and assess value of obtained media coverage that may include positive and negative comparison of what was pitched versus the end result.

## **2.12 PERFORMANCE**

Contractor shall attend a mandatory in-person meeting at Lottery's office in Cheyenne, Wyoming, six (6) months following the Effective Date of the Agreement, to receive its written agency report card from Lottery. Contractor shall be evaluated across multiple measures that will address budget, timelines, strategic insight, accuracy, and responsiveness. This performance process will be repeated every six months under an effective Agreement.

## SECTION 3

### CORPORATE ABILITIES & REQUIREMENTS

#### 3.1 AD AGENCY STAFFING

- 3.1.1 Employees of the Successful Proposer assigned to the Lottery account must have substantial experience marketing products via mass media, digital media as well as the retail environment. It is crucial that the Successful Proposer and the team assigned to work on the Lottery account demonstrate skills required to effectively reach and communicate with the population of Wyoming.
- 3.1.2 Proposers shall identify the key personnel who will provide direction or oversight to the Lottery account. The Proposer must demonstrate that these individuals have the background and experience required to coordinate and execute the Proposer's activities, including special projects. Consideration and attention must be given to the following:
- 3.1.2.1 **Account/Strategic Planning.** Each Proposer must describe the staffing levels and functions of its account/strategic planning effort. This includes identifying the personnel assigned to the Lottery account.
  - 3.1.2.2 **Media Staffing.** Each Proposer must describe the staffing levels and functions of its media department. This includes the responsible individual(s) and buyer for the account.
  - 3.1.2.3 **Creative Staffing.** Each Proposer shall describe the staffing levels and functions of its creative department and identify the personnel who will be responsible for the Lottery account. The Creative Director should have a minimum of five (5) years of relevant experience.
  - 3.1.2.4 **Digital Staffing.** The Lottery will have an independent third party responsible for our digital advertising; however, the Successful Proposer must have an account representative familiar with digital media and have the abilities to collaborate with a third party. All media types, including digital, must represent a cohesive and Lottery approved approach. This means the successful Proposer will transfer media developed for TV, radio, print, etc., and provide it to our web marketing contractor.
  - 3.1.2.5 **Production Staffing.** Each Proposer must describe the staffing levels and/or approach for the functions relative to production.

### 3.2. ADVERTISING & MARKET RESEARCH

Proposers are required to discuss their in-house research capabilities, research resources and research strategy for the Lottery account.

### 3.3. BUDGET / PLANNING & EXECUTION

The Successful Proposer shall make recommendations for savings where possible. The budget will be reviewed as needed and shall be revised as required by the Lottery. Budget plans shall be incorporated in the Advertising and Media Plans and are subject to approval by the Wyoming Lottery.

3.3.1 The Successful Proposer shall make no commitment on behalf of the Lottery without prior written approval by the Lottery.

3.3.2 **Unauthorized Expenses.** The Successful Proposer shall be responsible for all unauthorized expenses.

3.3.3 The Successful Proposer shall be responsible for preparing documentation that assists the Lottery in determining Return on Investment per campaign.

3.3.3.1 The Lottery will be contracting with a third-party research company to determine an appropriate marketing mix model and insights into effective Wyoming advertising. This information will be shared with the Contractor on an annual basis and parts will be used as a resource in reporting performance.

### 3.4 REPORTS

3.4.1 The Successful Proposer shall provide, at minimum, the following reports to the Lottery in a format and schedule approved or prescribed the Lottery.

- **Status Report.** This report documents all current media and production jobs, projects, promotional events, reporting and meetings. The report will include jobs by product, media, production, timeline, distribution, or any other status prescribed by the lottery.
- **Expenditure Report.** A summary of all approved expenditures to date for the current fiscal year. The summary shall indicate the total amount available in the budget and the total amount currently committed. The summary also shall include current amounts invoiced, amounts invoiced but not paid, amounts owed for services performed but not invoiced and current amounts paid, together with spending by audience, media type and production type.
- **Quarterly Reports.** The Post Buy Report is due no more than one hundred twenty (120) days following the end of each broadcast quarter after the flight ends. The Successful Proposer shall provide the Lottery with a post buy report indicating the reach, frequency and GRP goals of each buy were achieved within budget. Any post buy analyses shall be provided

for media buys that utilize new rating information for the buy period, when available.

- **Print Audit.** No more than thirty (30) days following the end of each Wyoming Lottery fiscal year quarter, the Successful Proposer shall submit a quarterly print audit. Print audits must include the name of the publication, (paid or unpaid) circulation, publication frequency, distribution sites, and designated market area and publisher information.
- **Annual Reports.** Media Review reports are due no later than 20 days after fiscal year-end. The report must include added value achieved as a result of the previous year's media report.
  - **Storage Inventory Report.** The Successful Proposer shall submit an inventory report no later than 20 days after fiscal year-end. The report shall include the date of the inventory, description of each item, costs and annual destruction totals.
- **Media Buy Report.** For each campaign, actual media buys will be required at least three weeks prior to the start of each flight. All media buy reports must include a summary of the goals met, any cost savings achieved per DMA and added value placement. The Successful Proposer shall make the Wyoming Lottery aware of any cost savings that might be achieved by the advance purchase of media.
- **Post Campaign/Promotional Report.** This report shall provide a recap of each campaign prescribed by the Wyoming Lottery. The report is due thirty (30) days after the campaign/promotional event concludes or as directed by the Lottery.
- **Schedule of Events.** The schedule shall reflect current planning and those events scheduled for the future.

### 3.5 FILM AND PLACEMENT VERIFICATION STORAGE

The Successful Proposer shall store all film and placement verification associated with the Lottery. The Successful Proposer shall store all film and placement verification in a manner consistent with industry standards. **All storage cost for film and verification will be reimbursed by the Lottery for actual cost only.**

### 3.6 GOODS AND EQUIPMENT

Notwithstanding anything herein to the contrary, after completion of the services to be provided on the Lottery's behalf, the Successful Proposer shall be solely responsible for the proper disposition of all physical or tangible goods and/or equipment created in connection with the services or works provided to the Lottery, and which are incidental to such services or works (i.e., props, set dressing, promotional equipment, signage, related equipment). The Lottery will notify the Contractor in the event that the incidental

goods or equipment are to be returned to the Lottery. Upon request of the Lottery, the Contractor may be required to provide supporting documentation confirming disposal or destruction of such items. **All destruction cost will be reimbursed by the Lottery for actual cost only.**

The Contractor is expressly prohibited from reproducing, distributing, displaying, performing publicly, making copies or derivative works of, selling, using, re-using otherwise conveying to other persons or entities any goods and/or equipment bearing any Lottery mark without prior written approval by an authorized Lottery representative.

### **3.7 UNACCEPTABLE PRODUCTS**

The Contractor shall be responsible for the cost of all items produced on behalf of the Lottery that are misprinted, produced in error.

### **3.8 UNACCEPTABLE SERVICES**

The Contractor shall be responsible for any costs incurred in conjunction with services provided on behalf of the Lottery which are deemed unacceptable due to failure to meet deadlines that warrant services unusable or rendered in a manner inconsistent with the services approved by the Lottery.

### **3.9 MEETINGS WITH WYOMING LOTTERY VENDORS**

Any meetings or conference calls that are held between the Contractor and any of the Lottery vendors must be approved by the Lottery. Lottery staff may attend any meeting or conference call that the Contractor has with any Lottery vendor.

### **3.10 BUDGET PROJECTIONS AND INVOICE TERMS**

Lottery will establish and Contractor shall furnish services within the Lottery's established marketing and advertising budget. Prior to the execution of any work, the Contractor and Lottery shall agree on an established and projected budget for each campaign, activity or program. Contractor shall perform its due diligence to maintain budget controls and if cost over-runs are eminent, Contractor shall discuss and seek Lottery approval for any potential increase over budget. All invoices provided to Lottery shall be paid within 30 days of receipt.



## **SECTION 4**

### **EVALUATION CRITERIA AND SCORING**

THIS IS A MULTIPLE-TIERED EVALUATION PROCESS.

#### **STEP ONE: MANDATORY REQUIREMENTS (PASS/FAIL)**

Written Proposals will be evaluated for compliance with the following Pass/Fail requirements in Sections 4.1 through 4.3 below. Proposals that do not pass all requirements of Sections 4.1 through 4.3 will be rejected and eliminated from further consideration.

#### **4.1 PROPOSER INFORMATION**

##### **4.1.1 EXECUTIVE SUMMARY BY SUPPORT AREA (PASS/FAIL)**

Proposer shall provide a summary illustrating why it is qualified to perform the Services documented in section 1.4. Proposer shall list the number of years in business and any other relative information.

#### **4.2 CORPORATE OVERVIEW AND PROFILE (PASS/FAIL)**

Proposer shall provide the following corporate information:

- a. Proposer's legal name, address, principal place of business, and telephone number of individual or entity with whom the Price Agreement will be executed.
- b. Legal status of Proposer (e.g., individual, corporation, partnership, etc.) and year entity was established, if applicable.
- c. Federal tax identification number.
- d. Physical address (location) from which Proposer will perform the Services.
- e. Name and title of the individual authorized to bind Proposer by signature.
- f. If any change in ownership or control of Contractor is anticipated during the twelve (12) months following the Proposal Submission Deadline, Proposer shall describe the circumstances of such change and indicate when the change likely will occur.
- g. Proposer shall submit at least two client references.

#### **4.3 TERMINATION FOR DEFAULT (PASS/FAIL)**

Proposer shall state (yes with details, or no) if it has been a party to a contract that was terminated for default within the last 5 years. "Termination for default" means that Proposer received notice to stop performance due to Proposer's non-performance or poor performance under any contract, and the issue of performance was either (a) not litigated, or (b) litigated and determined that the Proposer was in default, and the contract actually was terminated for one or more of the reasons specified in the notice.

NOTE: Responding positively that Proposer has been a party to a contract terminated for default will not automatically result in a "FAIL" for these criteria. However, if Proposer was a party to a contract terminated for default as described above, then Proposer shall



submit full details including the other party's name, address and phone number. Lottery will evaluate the facts and may, at its sole discretion, reject the Proposer as non-Responsible on the grounds of Proposer's past performance.

## **STEP TWO: CORPORATE CAPABILITIES, EVALUATION AND SCORING**

Proposers who PASS step one will be evaluated and scored based on step two. If a Proposer did not PASS step one, they are automatically disqualified and will not be scored in step two.

### **EVALUATION CRITERIA AND SCORING (Total Overall Points Possible 240)**

Proposer shall provide a clear and concise response to each criterion listed below. It is preferable that Proposer restate the criterion, then respond below the criterion description.

#### **4.4 Strategic Planning (Total Points Possible: 100)**

In Section 1.4 there are six (6) specific areas of focus. Please provide two examples that best illustrate your organization's ability as it pertains to Strategic Planning. Use at least two (2) of the six (6) areas of focus in your response. For example, provide one example where your company provided strategic planning associated with a product and another strategic planning example associated with a media buy.

#### **4.5 Media Buys (Total Points Possible: 50)**

Provide two examples that best illustrate your company's success with media buys and added value. Explain a media buy scenario and how added value resulted in benefits to your client.

#### **4.6 Proposer Experience (Total Points Possible: 25)**

- a. Provide an assessment of core expertise and any other services that it will offer to Lottery's account and the reason why they are the best fit for the work.
- b. Provide a current client list and the percentage of total billings represented by each.

#### **4.7 Key Personnel (Total Points Possible: 20)**

See section 3.1 and its sub-section. Provide a brief resume on all of the individuals and their responsibility who will be assigned to perform services on Lottery's account.

- a. Identify by name, including title and brief description of their proposed role and proposed responsibility under Lottery's account.
- b. Provide a brief resume for each key personnel; including years working at Proposer's business, additional years of relevant experience working at other businesses; and summarize the expertise/knowledge in the areas relevant to their proposed assigned responsibilities on Lottery's account.

- c. If Proposer will perform the Services from more than one business location, Proposer shall clearly state which Key Personal are located at each business location listed.

#### **4.8 BUSINESS APPROACH/PROCESSES (Total Points Possible: 15)**

- a. Describe approach to client relationship building and account management.
- b. Describe approach to effective, day-to-day project communications between the parties.
- c. Describe approach to ensuring a high-level of transparency for reporting campaigns, including key issues, approvals, decisions, and developments throughout the Price Agreement.
- d. Describe approach to staying current on industry trends, new technology and legislation affecting Proposer's business.
- e. Describe approach for budget management.

#### **4.9 WYOMING STATE CONNECTION (Total Points Possible: 20)**

- a. Indicate if you are a Wyoming based operation.
- b. If you are not a Wyoming based operations describe your connection with Wyoming.

#### **4.10 PRICING PROPOSAL (Total Points Possible: 10)**

**Pricing Proposal must be provided in a separate, sealed envelope and will be scored as follows:**

Proposers will be scored based on the response provided to letters "a" and "b" below. For each of the following, provide Proposer's best pricing estimate.

**a. Rate Card:**

Provide Proposer's rate card. The rates will be assumed to be un-negotiated as the scope of work is undefined. Provide any assumptions used to develop the rate card.

**b. Scenario:** Lottery plans to engage Contractor for the following services:

- i. Strategic Planning – for the purpose of launching a new product called Keno in June 2022. Define strategic elements and associated pricing as applicable.
- ii. Product marketing and advertising – the Lottery will need the services of the contractor to develop, create, plan and implement a fully integrated marketing campaign (i.e., TV, radio, outdoor, out-of-home, in-store) for the launch of the Keno game. The in-store locations will not exceed 750.

In order for the Proposer to calculate 4.9 (b) above, Proposer may need to make some assumptions. Proposer must list all of the costs associated with the integrated campaign and the costs associated any assumptions.

Ten (10) points will be awarded to Pricing Proposals in which the total overall pricing falls within Lottery's established price range.

Five (5) points will be awarded to Pricing Proposals in which the total overall pricing exceeds Lottery's established Range by 1% - 20%.

Zero (0) points will be awarded to Pricing Proposals in which the total overall pricing exceeds Lottery's established Range by more than 20% or when Pricing Proposals are incomplete (not all requested information provided by Proposer).

***Lottery will not provide Proposers with our established price range.***

## **SECTION 5**

### **EVALUATION PROCESS**

### **CONTRACTOR SELECTION AND AWARD**

This is a multi-tiered evaluation and scoring process.

#### **5.1 STEP ONE:**

##### **MANDATORY REQUIREMENTS (PASS / FAIL)**

Written Proposals will first be evaluated by an appointed Lottery team according to the Mandatory (Pass/Fail) requirements in Section 4.1 – 4.3. Proposals receiving a Fail in any of the criteria listed in Section 4.1 – 4.3 will be rejected and eliminated from further consideration.

Lottery will notify all Proposers who fail Step One. There will be no Protest rights at this point for Proposers eliminated from further consideration.

#### **5.2 STEP TWO:**

##### **CORPORATE CAPABILITIES, EVALUATION AND SCORING (240 points possible)**

The Lottery will score each Proposal based on Proposer's approach and experience. The two highest scoring Proposer's will be presented to the Chief Executive Officer for selection. The CEO has the flexibility to seek more information if needed in order to make a final selection.

#### **5.3 CONTRACTOR SELECTION AND PRICE AGREEMENT AWARD**

Lottery will award a Price Agreement to the selected Proposer as a result of the scoring and selection process.

#### **5.4 NOTICE OF INTENT TO AWARD**

After completion of the Evaluation, Scoring and Selection, the CEO will issue a written Notice of Intent to Award a Price Agreement(s) identifying the Proposer selected for award and will send copies to all Proposers.

#### **5.5 PROTEST OF AWARD**

Proposer may protest Lottery's Award of a Price Agreement by submitting a written protest within five (5) Business Days following the date Lottery issues the Notice of Intent to Award.

#### **5.6 CLARIFICATION OF PROPOSALS**

Lottery may request clarification of any item in any Proposal if Lottery determines the request is necessary to properly evaluate the Proposal. Lottery will make all requests in writing. Proposer must provide its clarification response within 24 hours of Lottery's

request, unless otherwise stated in Lottery's written request for clarification. If Proposer does not provide the required information by the by the specified deadline, Lottery may reject the Proposal.

## **5.7 REFERENCES**

Lottery reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to Proposers successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of employees and workers.

Lottery reserves the right to check any and all sources for information and to include sources other than the references provided in Proposer's proposal. Lottery may consider information available from any such source including government bodies and regulatory authorities in evaluating Proposers.

## **5.8 RESPONSIBLE PROPOSER DETERMINATION**

Any time prior to Award and execution of a Price Agreement, Successful Proposer shall submit to a Lottery investigation that will be performed by Lottery's investigator. An evaluation and determination will be rendered to whether a Proposer is Responsible.

Proposers must provide all information Lottery requests for this purpose. Lottery may determine that a Proposer is not Responsible if that Proposer fails to provide the information Lottery requests. Lottery may postpone Award of a Price Agreement to complete its investigation and evaluation. If Lottery determines that a Proposer is not Responsible, Lottery will reject the Proposal.

## **5.9 NEGOTIATIONS WITH ANTICIPATED CONTRACTOR**

Lottery will negotiate the provisions of final Price Agreement with the Successful Proposer. The final Price Agreement is subject to review and approval by the Board of Directors and Lottery's legal counsel. If Lottery and the Successful Proposer are unable to successfully negotiate a final Price Agreement, Lottery may discontinue negotiations with that Proposer and begin negotiations with another Proposer.

## **SECTION 6**

### **INSTRUCTIONS TO PROPOSERS**

#### **6.1 GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSION**

##### **6.1.1 APPLICABLE LAW**

Per statute and Lottery policies, the Lottery is authorized to engage in services that fulfill its duties with regards to the framework of the Lottery and games operated by the Lottery.

##### **6.1.2. SENSITIVE PROCUREMENT AND ASSOCIATED SECURITY BACKGROUND INVESTIGATIONS**

This solicitation is a “Sensitive Procurement”. A Sensitive Procurement subjects’ potential contractors, which may include but may not be limited to, its officers and subcontractors, to security background investigations conducted by Lottery’s Security Agent. For this purpose, Lottery requires a substantial amount of information from Proposer, subcontractors, and their officers and directors.

Lottery may decline to Award the Price Agreement, terminate the Price Agreement, or both, or prohibit Contractor’s use of any Contractor-associate, including but not limited to employees or subcontractors, if Lottery determines that results of a required security background investigation are unsatisfactory.

#### **6.2. SOLE POINT OF CONTACT**

Proposers shall direct all communications and correspondence related to this RFP to Lottery’s Jon Clontz, CEO who is Lottery’s designated Point of Contact for all questions regarding this RFP. The CEO may choose to delegate a Lottery representative to answer questions on his behalf. Proposers shall not communicate or correspond with any other Lottery personnel on any matter related to this RFP.

##### **CONTACT INFORMATION:**

Name: Robin Medina, COO

Address: 1620 Central Ave, Suite 100  
Cheyenne, WY 82001

Phone: 307-432-9300

E-mail: rmedina@wylotterycorp.com

### 6.3 TENTATIVE SCHEDULE

The schedule of events set forth below represents Lottery's best estimate of the schedule that will be followed and is provided as a courtesy only. If a component of this schedule changes, the remainder of the schedule may be shifted to reflect that change.

EVENT	DATE / TIME
RFP Issue Date:	09/02/21
Written Questions Due	09/10/21
Lottery Response and/or Addendum Published	09/17/21
Proposal Submission Deadline	09/24/21
Initial Evaluation Completed, Finalists Notified	10/05/21
Notice of Intent to Award	10/08/21
Award Protest Deadline	10/15/21
Price Agreement Executed	10/29/21

### 6.4 RFP CLARIFICATION, SOLICITATION PROTEST, SUBMISSION AND ADDENDA

#### 6.4.1 REQUESTS FOR RFP CLARIFICATION

Proposers may request clarification of this RFP by submitting a written request to Lottery's designated contact at the mailing address or email address indicated in Section 6.2 and by the date stated in section 6.3. This is Proposer's only opportunity to seek clarifications of this RFP.

Each Request for RFP clarification must include a statement of the requested clarification and all relevant information necessary to permit Lottery to make an informed response.

#### 6.4.2 PROTEST OF SOLICITATION PROCESS

Proposer shall submit protest to Lottery's COO at the mailing address or email address indicated in Section 6.2. The deadline for submission of protests is specified in Section 6.3 – Tentative Schedule. Lottery will address all timely submitted requests for protests within a reasonable time following Lottery's receipt of the protest and will issue a written response to the Proposer who submitted the protest.

**Lottery will not provide copies of any RFP response.**

#### **6.4.3 PROPOSAL SUBMISSION REQUIREMENTS**

Proposer must submit all required information, responses, and documents as requested in this RFP to the COO no later than the Proposal Submission Deadline specified in Section 6.3, Tentative Schedule. Proposals received after the Proposal Submission Deadline are late and will be rejected. All Proposals are firm for one hundred eighty (180) days from the Proposal Submission Deadline.

##### **Proposers shall submit:**

- i. One complete Proposal (RFP response) in written form, excluding the Pricing Proposal with original ink signature of the individual authorized to legally bind the Proposer. Please furnish **three (3)** copies of the signed Proposal (RFP response).
- ii. Provide the Proposal (RFP response) on CD, DVD or USB
- iii. In a separate sealed envelope one (1) signed Pricing Proposal
- iv. In a separate sealed envelope, one (1) Pricing Proposal on CD, DVD or USB

#### **6.4.4 PROPOSAL PACKAGING AND MAILING ADDRESS**

Proposer shall submit all components of its Proposal packaged in a **SEALED package** addressed as follows:

Wyoming State Corporation  
c/o Robin Medina, COO  
1620 Central Ave, Suite 100  
Cheyenne, WY 82001  
RFP: 0010– Keno Strategic Marketing and Advertising Services

##### **FAXED OR ELECTRONIC PROPOSALS**

Faxed or emailed Proposals are not permissible and will be rejected.

#### **6.4.5 PROPOSAL ORGANIZATION**

Proposer should organize its Proposal so that its content corresponds to the order of the requested information and response requirements that appear in this RFP. Please cite the RFP sections to which the Proposal contents pertain or reproduce the text of the RFP requirement immediately prior to Proposer's response to that requirement.

#### **6.4.6 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE**

Proposals submitted to Lottery are subject to the Wyoming Public Records Law, Article 2, 16-4-201 through 16-4-205. If a Proposer claims that particular sections of its Proposal may be exempt from public disclosure under the Wyoming Public Records Law, Proposer must specifically identify those Proposal



sections and the specific page numbers on which they appear. Proposer also must specify the particular exemptions from disclosure under Wyoming Public Records Law upon which the exemption claim is made.

If the Lottery receives a public records request for disclosure of any information Proposer claims is exempt from disclosure, Lottery will make a reasonable attempt to notify Proposer of the request prior to release.

#### **6.4.7 COST OF PROPOSING**

Proposers are responsible for all costs associated with submitting a Proposal(s) in response to this RFP.

#### **6.5 LOTTERY'S REVIEW OF PROPOSALS; CONTRACT AWARD**

Lottery reserves the right, in its sole discretion to:

- i. Modify this RFP;
- ii. Extend the Proposal Submission Deadline;
- iii. Determine whether a Response does or does not substantially comply with the requirements of this RFP;
- iv. Waive any minor informality.

#### **6.6 REFERENCES**

Lottery may investigate a Proposer's references and all aspects of the Proposer's past contract performance. Lottery may check any source for information including sources other than the references Proposer provides in its response. Lottery may consider information provided from any of these sources in evaluating responses.

#### **6.7 PUBLICITY**

Until a Price Agreement resulting from this RFP is effective, each Proposer shall ensure that no employee, agent or representative of Proposer makes available or discusses its Proposal with any elected or appointed official or officer of the State of Wyoming, any member of the Wyoming Board of Directors, or any employee, agent, or representative of the Lottery, other than the CEO, unless specifically authorized by Lottery or required to do so by law. Proposers shall not issue any press releases or make any statement to the news media pertaining to this RFP, any Proposal, any proposed Price Agreement or the Services to be provided, without Lottery's prior written approval.

#### **6.8 PRICE AGREEMENT AWARD**

Lottery will Award a Price Agreement to the Proposer who is selected as a result of Lottery's process stipulated in section four (4). Lottery will issue a written "Notice of Intent to Award" to all Proposers identifying the successful Proposer. Proposers may protest Lottery's Award of the Price Agreement by submitting a written protest within seven (7) calendar days following the date Lottery issues the Notice of Intent to Award.

**6.9 NEGOTIATIONS WITH ANTICIPATED CONTRACTOR**

Lottery will negotiate the provisions of the final Price Agreement; including the pricing, payment methodology, and overall scope of Services with the Successful Proposer. The final Price Agreement is subject to review and approval by the Lottery's legal counsel, CEO and Board of Directors. If Lottery and the Successful Proposer are unable to successfully negotiate a final Price Agreement, Lottery may discontinue negotiations with that Proposer and begin negotiations with the Proposer who submitted the next highest-scoring Proposal.

**6.10 CANCELLATION OF RFP; REJECTION OF PROPOSALS**

Nothing in this RFP restricts or prohibits Lottery from canceling this solicitation at any time or from rejecting any or all Proposals.

**6.11 PRICE AGREEMENT INFORMATION**

Price Agreements are non-exclusive and do not guarantee that any work will be executed under a resulting Price Agreement.

**6.12 PROJECT WORK AGREEMENT**

Lottery and Contractor will execute a Project Work Agreement under the agreed upon Price Agreement. The Project Work Agreement will describe, in detail, the tasks that are to be performed, the deliverables that are to be delivered, the schedule, and the costs associated with the Services.

**SECTION 7**  
**SIGNATURE PAGE**

Proposer shall, by its signature below, affirm that:

- a. Proposer has thoroughly read and understands the components and requirements of this RFP and agrees that Lottery is not liable for any claims or subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to understand all requirements of this RFP;
- b. The undersigned is Proposer's authorized representative, that the information provided in the Proposal is true and accurate, and that Proposer understands that providing incorrect or incomplete information may be cause for Proposal rejection or Price Agreement or Service Order termination;
- c. Proposer has received and duly considered all information contained within this **RFP**
- d. Proposer is submitting the Proposal in response only to this RFP, has made no assumptions based upon either (i) verbal or written statements not contained in the RFP, or (ii) any request for proposals previously issued by Lottery;
- e. Proposer prepared the Proposal independent from all other Proposers, without collusion, fraud, or other dishonesty, or in any other manner that could in any way interfere with fair competition, except as otherwise permitted by law;
- f. Proposer agrees Lottery is not liable for any expenses Proposer incurs or has incurred in either preparing and/or submitting the Proposal, Price Agreement selection or Price Agreement negotiation process.
- g. By submitting a Proposal in response to this RFP, Proposer grants the Wyoming Lottery Corporation a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license for the rights to copy, distribute, display, prepare derivative works of, and transmit the Proposal for the purpose of conducting this procurement and to fulfill the Wyoming Lottery's obligations under Wyoming Public Records Laws.
- h. In addition to submitting a Proposal, Proposer agrees upon the request of the Wyoming Lottery Corporation to sign and agree to any non-disclosure or confidentiality agreement that may be requested. Additionally, Proposer further acknowledges that certain information deemed by the Wyoming Lottery Corporation to be proprietary and/or confidential shall be held to strict confidence, and not disclosed to any person or party without the express written permission of the Wyoming Lottery Corporation.

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Name and Title of Authorized Representative (Print)

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Signature of Authorized Representative

Date

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*By signing the Proposal, the Proposer acknowledges that no binding agreement or contract is hereby created.*