

REQUEST FOR PROPOSAL (“RFP”)

NUMBER: 2025-0001

FOR

DIGITAL MARKETING SERVICES/MAINTENANCE

THIS IS A SENSITIVE PROCUREMENT

Issue Date: March 28th, 2025

Proposal Submission Deadline: April 25th, 2025

Chief Executive Officer of the Wyoming Lottery Corporation:

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SECTION 1

GENERAL INFORMATION

1.1 INTRODUCTION

RFP PURPOSE

The Wyoming Lottery Corporation acting by and through the Wyoming Lottery Corporation Board of Directors (hereinafter collectively herein as the "Lottery") is seeking Proposals from qualified firms or businesses with demonstrated expertise and experience in delivering digital marketing services/maintenance that support Lottery's app; programs; or other digital 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 otherwise agreed to by the Lottery.

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.

WYOMING LOTTERY APP SYSTEMS SYNOPSIS

Wyoming Lottery Mobile App is the exclusive property of the Lottery. It is both housed and security protected within multiple server environments of the Lottery, whereas security oversight is done in-house and through an additional IT vendor.

Content Management System (CMS)

- Front-End
 - Wordpress backbone with PHP Laravel
 - Custom application Plugins
- Back-End
 - AWS Hosted
 - Integrations that include:
 - Data feeds for games both from multi-state level and from Wyoming only based feeds

Mobile App Platforms

- Front-End:
 - Cordova with Ionic and Angular
- Back-End:
 - AWS Hosted (Lottery ownership of contract and cost)
 - Database housing user account information
 - Integrations that include:
 - Data feeds for games both from multi-state level and from Wyoming only based feeds
 - In-app messaging 3rd party services
- Environments are hosted on AWS Elastic Container Service using Fargate. Containers are hosted in Amazon Elastic Container Registry

1.4 AREAS OF DIGITAL SERVICES/MAINTENANCE

Below is a list and description of the primary areas of digital services and support areas.

1.4.1 Current Transition Strategy

Upon award of the Lottery RFP, the selected vendor will coordinate a successful and streamlined transfer of Application Management in its current configuration. Lottery is open to alternative platforms for hosting, however that will need to be evaluated with their technical teams and subject to further acceptance. Day 1 award of contract will require support of the Application on the current infrastructure.

Initial Transition plan shall include but not be limited to:

- Access to all Infrastructure, code, design assets, historical documentation, third party user seats, and any further technical artifacts as needed. Application Source Code is currently hosted in Bitbucket.
- Timing is tentatively based around 2 months from award of RFP to completion of transfer shall be shared with the Lottery. This should capture any opportunity for advancement options and accompanying proposed high-level budgets.
- Lottery also has access to AWS Technical Support through AWS direct

1.4.2 Monthly Management:

The Lottery requires monthly management and support of the APP to ensure integrity and customer satisfaction.

This shall include but not limited to:

- Min (80) Monthly Hours
 - To be utilized for the following (and not limited to)
 - Bug Fixes, Version Upgrades Management and Execution, Security Reviews, Operational support, Emergency fixes with an expectation of a solution plan within a 24-hour time frame or less, Hosting Optimization particularly during high traffic time frames, and integration with 3rd party vendors to assist with app capabilities such as enhanced push notifications.
 - Up to (4) per fiscal year app feature improvements that do not exceed (15) hours

1.4.3 **Audit of Current APP**

Once transfer has completed, the Lottery requires an audit of the APP in its current state to identify opportunities and risks that will need to be addressed. Such areas of review include but would not be limited to security, performance and compliance.

Assessment expected to conclude tentatively by Q3 of FY26 with a remediation plan being presented to the Lottery for review and consideration for execution in FY27.

1.4.4 **Analytics and Reporting**

The Lottery will require monthly analytics and reporting of digital performance to help identify opportunities for improvements. Such data would include but not limited to user growth, engagement and app improvement results.

1.4.5 **Digital Strategic Planning**

The Lottery requires that our digital vendor work closely with the Lottery's marketing agency to build an ongoing digital growth road map to ensure growth and technical advancements continue on the APP.

As such the Lottery is expecting up to (20) hours per quarter to be allotted for digital consultation and industry specific guidance on growth opportunities. Anything over and above this would be considered for an additional SOW.

1.4.6 **Additional Considerations**

Multi-channel digital expertise and management abilities for potential digital channel consolidation should be shared as part of the RFP proposals.

SECTION 2
STATEMENT OF WORK

2 APP Services

Contractor shall deliver Services that support Lottery’s digital marketing. The primary tasks and deliverables shall include:

2.1 Transition of current app

Vendor shall present and execute a successful transition plan of all app components, and knowledge that ensures a smooth crossover without encountering any service outages or issues to our current users.

2.2 Monthly Management

Vendor shall present and execute a thorough monthly management plan that ensures success of the app in its current configuration but also builds towards updates and growth to ensure the app has long technical longevity.

2.3 Audit of current tech

Vendor shall conduct a thorough audit of the current app system to then build and present a remediation plan as needed to be potentially executed in the following fiscal year.

2.4 Reporting/Analytics

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

2.5 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 the 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.

2.6 Strategic Planning

Contractor shall work with the Lottery to help identify strategic direction for its digital marketing channels. This shall include general strategic input, directed

brainstorming and ideation, secondary research compilation, loyalty marketing strategies

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

2.7 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.

SECTION 3

CORPORATE ABILITIES & REQUIREMENTS

3. DIGITAL AGENCY STAFFING

3.1.1 Employees of the Successful Proposer assigned to the Lottery account must have substantial experience marketing products via multi-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 in addition an understanding of the Lottery industry complexities and strategies is an added value.

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/ Analytic Support

Each Proposer must describe the staffing levels and functions of its account/strategic as well as analytic efforts. This includes identifying the personnel assigned to the Lottery account.

3.1.2.2 APP Technical Support

Each Proposer must describe the staffing levels and functions of its IT department. This includes the responsible individual(s) and technical functions of each. This may include those available during normal hours and those for hours outside of the normal time frames for emergency response.

3.1.2.3 Project Management Support

Each Proposer shall describe the staffing levels and functions of its project management and team support staff and what functions they will provide to the Lottery.

3.1.2.4 **Digital Resource Support**

Each Proposer shall describe their capabilities and staffing levels to support additional digital channels outside of APP.

3.2. **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 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.

3.3 **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 by the Lottery.

- **Status Report.** This report documents all current and upcoming project updates and timelines and should be shared with the Lottery monthly to ensure successful and comprehensive project flows. If multiple short-term projects are concurrently running the timing of the report may shorten to bi-weekly as needed. This will include a percentage complete to whole as well as a highlight of any potential obstacles.
- **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.
- **Digital Performance Report.** To ensure digital growth and advancements towards a state-of-the-art APP, continued quarterly reports shall be shared with the Lottery. This should capture any opportunity for advancement options and accompanying proposed high-level budgets.
- **Post Campaign/Promotional Report.** The APP vendor will work in a timely collaboration with the Lottery's marketing vendor to pull data that

demonstrates the performance of any campaigns/ promotional efforts that are highlighted on the APP.

3.4 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 costs 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.

3.5 UNACCEPTABLE PRODUCTS

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

3.6 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.

3.7 MEETINGS WITH 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.

3.8 BUDGET PROJECTIONS AND INVOICE TERMS

Lottery will establish and Contractor shall furnish services within the Lottery's established digital 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 overruns are eminent, Contractor shall discuss and seek Lottery approval for any potential increase over budget. All invoices provided to the 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 entity name/individual name, address, principal place of business, and telephone number of individuals or entities 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 or Employer 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 or reasonably expected 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, breach, or cause under any contract, and the issue of performance was either (a) not litigated, including an indication of settlement or resolution, or (b)

litigated and determined that the Proposer was in default or breach, 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 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.

4.6 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
- b.
- c. 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.

4.7 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.

4.8 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.

4.9 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.

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 and the Chief Operations Officer for selection. The CEO/COO 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/COO 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 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 Robin Medina, COO, who is Lottery's designated Point of Contact for all questions regarding this RFP. The COO 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

E-mail: rmedina@wylotterycorp.com

Phone: 307-432-9300

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:	3/28/25
Written Questions Due	4/8/25
Lottery Response and/or Addendum Published	4/15/25
Proposal Submission Deadline	4/25/25
Initial Evaluation Completed; Finalists Notified	5/9/25
Notice of Intent to Award	5/14/25
Award Protest Deadline	5/20/25
Price Agreement Executed	5/31/25

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 USB
- iii. In a separate sealed envelope one (1) signed Pricing Proposal
- iv. In a separate sealed envelope, one (1) Pricing Proposal on 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 Lottery 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.

Name and Title of Authorized Representative (Print)

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.