STATE OF NEW HAMPSHIRE LOTTERY COMMISSION

RFP LOT 2020-02 Addendum
e-Instant Lottery Games
NHLC Responses to Proposer Inquiries

September 26, 2019

Section of	Question	NHLC's Answer
RFP	·	
Section 1 – Executive Summary, page 1	The RFP indicates a minimum of at least one qualified vendor. Is there a maximum number of contractors/e-Instant content providers that New Hampshire can select under this RFP?	There is no maximum.
Section 1 – Executive Summary, page 1 Section 1 – Executive Summary, page 1	Please confirm that the NHLC will award a contract first and then the contract will be negotiated and then executed. Please clarify what is meant by "Each resultant contract will not obligate NHLC to make a purchase"	The NHLC will make a selection and then enter into negotiations with the selected vendors before executing a contract. The NHLC will likely choose games offered by each provider, but the NHLC is not obligated to do so if the games do not align with the NHLC's game schedule, promotions, and the like. The NHLC may request games from different game providers, but it is not obligated to.
Section 1 – Schedule, page 2	Would the Lottery please extend the date to ask questions by one (1) week to allow vendors more time to gather questions to the detailed requirements?	No.
Section 1 – Schedule, page 2	Would the Lottery please extend the due date by three (3) weeks to allow vendors more time to gather answers to the detailed requirements?	No.
Section 2 – Agency Background and iLottery Portal, page 3	NHLC states "As of June 30, 2019, the net gaming revenue was \$6.4 million for ten months since launch, with the goal in FY20 to reach almost \$10 million." Does this factor into securing an additional premium content provider, which would aim to boost NGR?	No.
Section 2 – Agency Background and iLottery Portal, page 3	RFP requirement: "It is NHLC's intent to continuously expand the game library available to players and to introduce new e-Instants on a pre-determined schedule, currently set to one per month." Question: Is NPi planning to expand the cadence of releases beyond one per month? How many third party (non-NPi) games are expected to be released per month and over the course of the year?	The NHLC has no current plans of launching more than one e-Instant per month at this time, but may do so in the future. It is undetermined at this time how many non-NPi games will be released per year. This largely depends on the mix of games, the quality and the cost of games, and subsequently, the performance of the games and ease of working relationship.
Section 2 – Agency Background and iLottery Portal, page 3	Regarding: "The transactional and e-Instant/game information is transmitted through secure APIs (application programming interfaces) from the Vendor's RGS (remote gaming system) to the NPi system. A copy of that data is also stored on the Vendor's RGS." Can you confirm that the platform provider will	It is the NHLC's understanding that the platform provider will provide their API for 3 rd party game integration.

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	provide their API for 3 rd party game integration?	
Section 2 – Agency Background and iLottery Portal, page 3	Regarding: "The current agreement to utilize the NPi platform runs through June 30, 2025. Since the launch, NHLC has been implementing e-Instants developed and supplied by NPi. It is NHLC's intent to continuously expand the game library available to players and to introduce new e-Instants on a pre-determined schedule, currently set to one per month. Accordingly, NHLC is seeking proposals from multiple game providers to supply NHLC e-Instants that can be integrated with the existing NPi platform. NHLC expects integration costs will be borne by the successful proposers and will not be paid directly by NHLC or NPi." With added game suppliers as result of this RFP, is NHLC open to launching more than one game per month?	Potentially, if there is a need to do so based on game and sales performance as well as other factors.
Section 3 – Process for Submitting a Proposal, page 4	Can NHLC confirm if Proposers need to officially register with the state to submit a response to this RFP? If so, can NHLC please provide instructions how to properly register?	Proposers do not need to register with the State to submit a proposal, however, any company selected for award would need to register as a State vendor and register to do business through the Secretary of State's office. Information on State vendor registration is available here: https://das.nh.gov/purchasing/vendorresources.aspx Information on registration to conduct business in the State is here: http://sos.nh.gov/Corp_Div.aspx
Section 3 – Process for Submitting a Proposal, page 4	At the conclusion of the Inquiry Period, can NHLC provide a fully amended RFP as a Word document?	The NHLC will provide the Response to Proposer's Inquiry, which is an addendum to the RFP. The contract will be amended before execution but the RFP will not be at this time.
Section 3 – Process for Submitting a Proposal, page 4	How will NHLC provide responses to the questions received during the Inquiry Period?	NHLC will email all parties who initially expressed interest in the RFP as well as any organization that submitted questions. This addendum will also be posted https://das.nh.gov/purchasing/specRFP.asp?rfpID=13197 .
Section 4 – Scope of Work, page 6	Regarding: Ability to offer games for free and integrate into the existing customer relationship management tools currently in place. Can you confirm that the platform provider will be responsible to provide an API that supports free game deployment?	It is the NHLC's understanding that the platform provider will provide an API for this.
Section 4 – Scope of Work, page 6	Will the Lottery please confirm that Vendors are required to provide all 25 minimum, off-the-shelf game options on day one of integration with NPi? In addition, we understand the NHLC limits	The NHLC expects that vendors submitting proposals have a library of at least 25 games to qualify as an e-Instant provider.

	the release of new e-Instant games to one per month. Could this number increase (i.e., unlimited number) over the course of the contract?	At this time there are no plans to increase the number of launches per month, but that is a possibility in the future if sales and customer experience warrant it.
Section 4 – Scope of Work, page 6	Regarding the requirement of remote gaming server (RGS) of both primary and secondary servers located within the State of New Hampshire. Since the RGS are not mission critical to the operation of iLottery program, will the Lottery consider amending this requirement to allow the vendor to house both the primary and secondary servers in one data center?	The NHLC is open to considering a solution of two gaming servers being co-located in one facility.
Section 4 – Scope	The RFP states a minimum of 25 off the	The NHLC acknowledges there is significant investment
of Work, page 6	shelf games be provided. Later in this	needed to support this endeavor.
	section it also states the vendor must provide remote gaming servers (RGS), primary and secondary servers within the state of New Hampshire as well as Quality Assurance (QA) and User Acceptance Testing (UAT) servers. This is a significant investment for many vendors, and	Vendors can certainly propose a minimum number of games that must launch in order to support the 3 rd party program but are not required to. However, the NHLC may choose not to accept a minimum number of games per vendor if it is not in the NHLC's best interest.
	potentially cost-prohibitive for smaller game providers without any guarantee in the number of games the NHLC will select from each vendor. While we understand the legal necessity, the NHLC may be limiting who will bid without any commitment in the number of games to each provider since they will not be able to cover their investment costs. Will the Lottery consider allowing each vendor to propose a minimum number of games, which the Lottery will accept?	The NHLC prefers that vendors submit the minimum number of games as a note, and if they pass the evaluation, the NHLC and vendor can enter into talks to determine if the 3 rd party integration is in each party's best financial interest.
Section 4 – Scope of Work, page 6	The RFP states the vendor provide "working papers to comply with the Lottery's standard." Will the Lottery provide a sample of these working papers currently used for e-Instant games? Will the Lottery also consider reviewing the current working papers from each provider given current and industry standards and best practices?	NHLC will not share current working papers, but upon contract execution will review the working paper requirements. The requirements are standard items found in working papers for scratch games, such as prize structure, covered art, uncovered, cost(s), default price, and the like.
Section 4 – Scope	The requirement states "Utilizing the	85%
of Work, page 6	payout designated by the NHLC." What is the desired payout range (RTP) for NHLC iLottery games?	
Section 4 – Scope of Work, page 6	The requirement states "The Lottery requests that games are similar in functionality and user experience as existing games to maintain consistency for players." Will the NHLC provide a	The majority of these features are outlined in the RFP. Beyond that the NHLC recommends vendors visit the NHLC's website and current iLottery e-Instants games and play them in demo mode (via desktop and mobile) to understand the nuances of game play and how the game

	guideline for consistent features, layouts and verbiage? Does off-the-shelf price expectations include all the changes that would follow such a guideline?	pages are structured with information, help, sound, ticket cost and more. Once the contract is signed and work begins, the NHLC will share a guideline for consistent features, layouts and verbiage. Off the shelf price expectations lays out the most common
		items. The RFP states that beyond the items listed other basic localization and modifications could also fall into off the shelf.
Section 4 – Scope of Work page 6	Regarding: Back office to configure free games and bonuses and to connect to the NPi free games API. As is standard in the US iLottery industry, will the Lottery be open to a solution that only requires one	Yes; but this needs to be discussed with NPi before it can be agreed upon.
	back office to administer free games?	
Section 4 – Scope of Work, page 6	Regarding: Integration with marketing agency of record to support game launches on a schedule determined by the Lottery.	Both: the launches follow a communication and launch plan so a working relationship with the marketing agency of record is essential.
	Can you confirm that "integration" refers to a technical solution to pass data? Or is the term referring to a working relationship with the marketing agency?	The game vendor will be responsible for providing game data via API. The marketing agency will integrate with game vendor to get game data either through the API or
	If a tech solution, is there an existing API?	manually for game launches.
	If so, can you please share this API?	
Section 4 – Scope	Integration/sharing of raw game data into	The game data is shared via SFTP. The marketing agency
of Work, page 6	the Lottery's business intelligence (BI)	will provide access to the game vendor for data import via
	tool, currently housed with the Lottery's	SFTP, which the BI tool will consume daily.
	advertising agency of record. Is there an	
	existing API for the BI tool integration? If so, can you please share this API?	
Section 5, I. The	This requirement states that "audited	Yes; however, audited financial statements must also be
Technical Proposal	financial statements may be submitted in	
Contents, B.	PDF format and can be provided on a CD	
Financial	or flash drive." Can un-audited financial	
Capabilities, page 8	statements also be provided in PDF	
C. dia 5	format on a CD or flash drive?	W ₊
Section 5 – Content and	While e-instant games are a newly	Yes.
Requirements for a	emerging category within U.S. lotteries, WLA vendors have been creating digital	
Proposal	games for the global lottery market for	
.I.D.	over a decade. Further, at this point in	
	time, only two U.S. lotteries regularly	
	work with third-party game providers,	
	and therefore, the number of	
	opportunities to provide games to U.S.	
	lotteries has been limited. So, as to not	
	disqualify world leading game content	
	vendors with 10+ years of e-instant	
	lottery game experience who meet the requirement of having games live in at	
	least three WLA member jurisdictions,	
	icase tinee TTER member jurisdictions,	

	would the New Hampshire Lottery Commission please amend this requirement to award points in the "Past and Current Projects With E-Instant Games" category to vendors who can demonstrate successful e-instant win game content in WLA member jurisdictions, without the requirement that at least one be inside the United States?	
Section 5 – Content and Requirements for a Proposal I.E.d. page 9	Document a basic timeline from inception to launch for each category of game. This must include number of days, weeks, and months; and key tasks and deliverables along the timeline. This includes, but is not limited to, prize structure creation, game testing in UAT, feedback and necessary changes, working paper development and sign off, game help paper development and sign off, and the launch process. Can NHLC please confirm current testing timeline? When do games need to deliver into QA and when do games need to deliver to UAT?	Ideally games should deliver to QA 3-6 months before launch, after the prize structure is approved. Delivery to UAT occurs 1-3 months before launch. Testing occurs along the way in both environments. At least one month before launch, the working paper should be signed off.
Section 5 – Content and Requirements for a Proposal I.E.i, page 10	Regarding: Provide unlimited series of tickets for e-Instants; i.e., when tickets are purchased, they are replaced with the same prize. Provide three examples where Proposer has delivered unlimited or limited series ticket functionality to the US, Canadian Provinces, and other foreign jurisdictions; and for each example, note which type of ticket series was utilized. If you have only provided limited series, please detail your ability to provide unlimited series." Can the Lottery please clarify the ticket structure it wishes to offer? We understand that NHLC offers depleting pool ticket functionality, so, when a ticket is purchased, it is removed from that series of tickets. Then, when all tickets in a series are purchased, a new set of tickets will automatically start, seamless to the player. Is this the ticket structure NHLC wants to offer?	The NHLC is moving to unlimited series and will only launch unlimited series moving forward.
Section 5 – Content and Requirements for a Proposal I.E.i, page 10	The RFP states "Provide unlimited series of tickets for e-Instants." Is this a legal requirement or will the Lottery consider RNG based games. In some cases, RNG games make for a better user experience for the player. RNG games can be defined as randomly choosing the outcome from	The NHLC is open to discussing this option.

Section 5 –	an unlimited game file, with predetermined outcomes. This means that all prizes are always present, however, when they occur is randomly determined from a predetermined file. Would this be an acceptable approach for the NHLC? Subsection n requires a proposed	The mix of game	s should provide	variety for the playe	r to
Content and Requirements for a	roadmap, meanwhile on page 13, there is a description of the category of games	include single tid round games wi	ket, multi-ticket th various them	and multi-ticket bo	nus The
Proposal I.E.n, page 10	proposers should provide. Does the NHLC have any preference for the mix of categories and the number of games per	not currently offe	ered, but provide	y type games and gar entertainment value es launched per mont	for
	month in the proposed roadmap?		at this time the	NHLC has no plans	
Section 5 –	Regarding: "All e-Instants provided must			ow is the data for peo	
Content and	be supported on mobile and desktop	coming to the iLo		•	pie
Requirement for a	platforms, and multiple browsers offering	Duestine	Number of	Davagataga	
Proposal I.E.q, page 11	the same play experience. Browsers include but are not limited to Internet	Browser	Number of Users	Percentage	
page 11	Explorer, Edge, Chrome, Safari, and	Chrome	273,751	50.29%	
	Firefox." Can you please provide statistics	Safari	190,329	34.96%	
	on percent of play by browser type?	Edge	27,507	5.05%	
		Firefox	15,423	2.83%	
		Samsung	11,727	2.15%	
		Internet	11,727	2.13/0	
		Internet	11,090	2.04%	
		Explorer	11,030	2.0 1,0	
		Android	7,284	1.34%	
		Webview	, -		
		Safari (in-app)	2,858	0.53%	
		Amazon Silk	2,718	0.50%	
		Opera	1,569	0.29%	
Section 5.F.c, page	Regarding: "Provide marketing materials	<u> </u>		ction to only evalu	ıate
11	suited for promotional banners featured			lowever, if vendors	
	on the Lottery's website or within email	_	•	promotions using	
	communication to players. Provide three			vide them to the NHLO	
	(3) marketing pieces delivered to lottery	would be apprec	· ·		,
	partners for customer relationship				
	marketing (CRM) and three (3) marketing				
	pieces delivered for acquisition. Materials				
	must be accompanied with a brief				
	description of the promotional piece.				
	Provide results from each piece including				
	registrations, deposits, conversion rates,				
	sales, and bets. This work will be evaluated				
	based on creative design, call to action, and				
	results." Game providers do not have				
	access to registrations, deposits,				
	conversion rates, sales and bets related to				
	marketing materials.				

	Is NHLC open to amending this section of the RFP and focus its evaluation on the marketing materials provided rather than the results?	
Section 5 – Content and Requirement for a Proposal I.F., page 11	This section of the RFP requires proposers to provide marketing services that support the iLottery program. Could the NHLC please provide a percentage of handle/hold or other defined metric the	The NHLC dedicates approximately 30% of its overall marketing budget to the iLottery acquisition program. The retention budget is between 3-7% of NGR. The NHLC is starting cross-over promotions in retail, will
	NHLC will dedicate to marketing services that support the growth of the iLottery program including, player acquisition, retention, and other activities?	launch additional DBG games, and will continue to tag traditional lottery marketing assets with iLottery. The NHLC will continue to evolve the program as the landscape changes and new opportunities arise.
Section 5 – Content and Requirement for a Proposal I.G.f, page 12	Regarding: "Provide details on the back office system the Lottery will access to view wagers and other game-specific details not disseminated fully through the NPi system." Can the Lottery please confirm the use case they envision using this back-office system for?	If there is data beyond what is provided via NPi's system, the NHLC would like to access it so it can better understand the game play and can continue to enhance its offerings and better understand player habits.
Section 5 – Content and Requirement for a Proposal II. The Price Proposal Contents, page 13	The RFP states that net gaming revenue (NGR) is defined as tickets sold less prizes and bonuses paid. Could the NHLC further define NGR by letting proposers know what the aggregate payout is? Further, what are the percentages of bonusing outside the payout?	The payout for e-Instants is 85%. The budget for CRM bonuses is between 3-7% of NGR.
Section 5 – Content and Requirement for a Proposal II. The Price Proposal Contents, page 13	Would the NHLC be willing to pay the Vendor a minimum guarantee per month (in addition to the NGR% for content), which would enable the Vendor to cover significant hosting and capital expenditure costs?	No, NHLC will not consider this pricing structure.
Section 5 – Content and Requirement for a Proposal II. The Price Proposal Contents, page 13	The RFP illustrates a pricing matrix for content (as % of NGR); does the NHLC also intend to pay the Vendor for the design, implementation and adaptation of bespoke, customized and makeover content?	The cost of design, implementation, adaptation and the like for customized, makeover or bespoke games should be reflected in the price percentage proposed.
Section 6 – Evaluation of Proposals, J., page 17	Regarding: "Proposers who have been identified as qualifying for selection will be advised of their pending selection and given a set period of time to meet with NPi and the advertising agency of record to develop an integration plan for review and acceptance by NHLC. The final approved integration plan will become a component of any future contract between NHLC and the Proposer. The integration plan must include, at a minimum, a work plan and	A myriad of items will determine integration including each vendor's timeline and ability to integrate (if vendor A indicates it will take 6 months we will not prioritize them or hold back vendor B who may be able to integrate in 2 months), game offerings, and pricing.
	schedule which will allow for launch of	

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	Proposer's games on the iLottery platform within twelve (12) months of the date of contract. Note, though integration onto the platform is required within twelve (12) months of the date of contract, the Lottery is not required to launch any particular vendor's games in twelve (12) months. The schedule of game launch is determined by the Lottery. All integration plans must include" Understood that the game launch is determined by the Lottery, but can NHLC confirm how they will select the order of supplier integrations?	
Section 7 – Terms and Conditions Related to the RFP Process, C., page 18	The RFP states that, "Upon contract award, the State reserves the right to use any information presented in any Proposal." Please confirm the information submitted shall never be shared with other government divisions, and will be kept confidential from the public unless legally required to be distributed (in which case redacted documents will distributed).	Confirmed.
Appendix A: Standard Terms and Conditions, 4., page 2 of 4	Please confirm that the payments owed for e-Instant services shall be made regularly, and not subject to "the availability and continued appropriation of funds, and in no event shall the State be liable for any payment hereunder in excess of such available appropriated funds."	Given the nature of the contract (payment as a percentage of product sold), the payments are not subject to appropriation of funds.
Section 2 – General Terms and Conditions, 2., page 26	Please confirm the extension in case of emergency (Section 2) does not apply to this agreement.	Extension in case of emergency applies to this contract.
Section 2 – General Terms and Conditions, 8., page 27	Termination for convenience is not practical under this circumstance, as the Contractor will incur integration costs and travel expenses which will be significant. Please confirm that if terminated for convenience, NHLC would cover all costs incurred until that point, including integration costs.	NHLC is willing to negotiate compromise language relating to the termination for convenience.
Section 2 – General Terms and Conditions, 10., page 29	Will there be any appeal or arbitration process for damages, remedies and rulings that the proposer might find unreasonable?	There is no arbitration process; however vendors may utilize the dispute resolution process provided in the agreement.
Section 2 – General Terms and Conditions, 16., page 30	Please provide an example of a Business Continuity and Disaster Recovery Plan that would be acceptable under Section 16.	The NHLC cannot provide an example of a plan. This is up to the vendor and based on best business practices for continuity of operations and disaster recovery.

Section 2 –	Timely and Accurate Report and Files -	The NHLC will amend as suggested.
General Terms and	\$1,000 per file loss per day is significant.	
Conditions, 28.A.I., page 34	Please reduce to \$1,000 per day maximum.	
Section 2 –	The penalty for a delayed launch is open-	Yes, the NHLC will agree to this and will amend the
General Terms and	ended and does not account for situations	contract to reflect this change.
Conditions,	that may be beyond the contractor's	_
28.A.III., page 34	control. For example, a licensor may hold	
	up a game for a few days or indefinitely or	
	UAT may hold up a game for a visual bug	
	found very late in integration testing. Would it be acceptable that in the final	
	contract the verbiage be amended to	
	include "until a mutually agreed upon	
	replacement is found" and "unless there	
	are extenuating circumstances beyond	
	contractor's direct control."	
Section 2 –	Warranty on e-Instant Launch - \$10,000	The NHLC will reduce to "up to \$5,000 per day."
General Terms and Conditions,	seems excessive for the damage incurred. Please reduce to \$1,000 per day.	
28.A.III., page 34	Trease reduce to \$1,000 per day.	
Section 2 –	Warranty on e-Instant Functionality -	The NHLC will reduce to "up to \$5,000 per day."
General Terms and	\$1,000 per hour seems excessive. Please	
Conditions,	reduce to \$1,000 per day.	
28.A.IV, page 34		
Section 2 – General Terms and	Please reconsider all liquidated damages	NHLC is willing to consider amendments to the liquidated
Conditions, general	to a more reasonable \$1,000/day for all occurrences.	damages provisions during negotiations.
question.	occurrences.	
Section 2 –	All the penalties appear to be flat	NHLC is willing to consider amendments to the liquidated
General Terms and	amounts regardless of the financial	damages provisions during negotiations, including
Conditions, general	impact of the failure and the number of	changing the format of damages to a percentage as
question.	games deployed or amount of revenue	opposed to flat fee.
	our games make. Would the Lottery consider a prorated penalty system based	
	on game's GGR, or at least a commitment	
	to a minimum number of games deployed	
	to avoid potential penalties far exceeding	
	the proposer's potential revenue?	
Section 2 –	In regards to the penalties for failing to	Note that the vendor may be charged. It does not state it
General Terms and Conditions,	pass UAT on time, would it be reasonable for the contractor to expect some clarity	will be charged. The NHLC is looking to partner with various vendors to bring the best possible games to the
28.A.XII, page 34	and rules up front on what is considered a	players. There may be minor glitches in games in UAT that
, , , , , , , , , , , , , , , , , , , ,	non-passable issue (like a crash or broken	can easily be addressed and updated without penalty and
	functionality) versus a minor visual bug	without delay of launch. Delay of launch is the larger
	that may be deemed acceptable and	concern, which may then incur penalty.
	unworthy of holding up a game launch?	The NULC is open to mutually agreed when sub-off data-
	Might the contractor also expect a mutually agreed upon cut-off date for	The NHLC is open to mutually agreed-upon cut-off dates for polish requests and fixes.
	polish requests and fixes for any minor	10. ponon requests and mes.
	presentation or art issues, i.e. an Art	
	Freeze date?	

General Question	For connectivity planning and scoping,	The NHLC cannot provide exact locations until contracting
	can the Lottery please provide physical	is underway, and only upon written consent of NPi.
	locations for Primary and Secondary	However, both sites are within an hour of the NHLC
	servers for production, UAT and QA for	headquarters in Concord, NH.
	the NeoPollard iLottery platform and	
	servers that will require RGS integration?	