

SECOND THIRD AMENDED REQUEST FOR PROPOSALS

Development of Integrated Lottery Website and Cloud Infrastructure Maintenance,

Support, and New Development

For the Minnesota Lottery

Date Posted: May19, 2025

First Amendment: June 13, 2025

Second Amendment: June 17, 2025

Third Amendment: July 9, 2025

Note: Changes made on June 13, 2025 and June 17, 2025 are no longer marked. Additional changes are marked.

Minnesota's Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality. To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to the Office of Equity in Procurement home page, at www.mn.gov/admin/oep.

SPECIAL NOTICE: This is a request for proposal. It does not obligate the State of Minnesota to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.

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1. INTRODUCTORY LETTER TO PROSPECTIVE PARTNERS

Dear Prospective Partners,

The Minnesota Lottery creates and sells products that encourage Minnesotans to experience the fun, thrill, and excitement of gaming while knowing their entertainment dollars are supporting their community and the environment.

As we continue to evolve in an increasingly digital world, our website serves as the central hub for Lottery players, providing essential information, interactive experiences, and access to key digital services such as 2nd Chance entry, member account management, and game details.

Our digital footprint is more important than ever. The website is not just a platform—it is an extension of our brand and a key touchpoint for our players, retailers, and stakeholders. We are seeking a strategic web development partner who can help us create an engaging and user-friendly digital experience that aligns with our brand and supports our mission.

With this Request for Proposal (RFP), we are launching an open and competitive process to identify a vendor who can design, build, and maintain a best-in-class website that will serve as the foundation for our future digital initiatives. The selected vendor must have demonstrated experience with API integrations, widgets, dynamic content management, and user engagement strategies to ensure our site remains relevant, accessible, and adaptable to evolving player needs.

We are excited about this opportunity and look forward to reviewing proposals from vendors who share our commitment to innovation, user engagement, and digital excellence. Thank you for your interest, and we encourage you to submit a proposal that demonstrates how your team can help shape the future of the Minnesota Lottery's digital presence.

We encourage you to review the RFP and determine if our account is a fit for your agency. In accordance with the RFP, please direct any questions to Kolby Sabrina at kolby.sabrina@mnlottery.com.

We look forward to your response.

Sincerely,

Adam Prock Executive Director Minnesota Lottery

2. LOTTERY BACKGROUND INFORMATION

The Minnesota Lottery (Lottery), in operation since 1990, invests approximately \$8,200,000 annually to drive awareness, favorability, and purchase intent among potential Lottery players. Twenty-four percent of Lottery sales are contributed to the State of Minnesota each year, representing a major source of funding for the State and for important environmental causes as detailed on <u>mnlottery.com/playing-ourpart</u>.

As outlined in this RFP, the Lottery seeks a best-in-class integrated website designed to support the instore experience of purchasing Lottery tickets at any of its 3,000 retail locations, ultimately driving engagement and increased sales. Through this process, the Lottery aims to partner with a development team to design, build, host, and maintain a website that supports its mission and objectives. The site must provide an excellent overall user experience and be accessible in accordance with federal, state, and local requirements.

2.1 General Lottery Information

General information regarding the Lottery can be found at <u>www.mnlottery.com</u>.

2.1.2 Lottery Organization

An organizational chart of the Lottery is included as Attachment F.

2.1.3 Marketing Division

The Lottery sales and marketing division contains two (2) divisions: marketing, including digital and creative services (headed by the marketing manager) and sales/retail relations (headed by the state sales manager.) The Lottery also has in-house research and public affairs departments.

2.1.4 Lottery Games

There are two (2) types of Lottery games: lotto games and scratch games. Lotto games are printed by Lottery terminals located at retail stores. Scratch games are pre-printed tickets containing play data under a latex coating. Scratch games are developed primarily by the companies that produce/print the tickets for the Lottery, with guidance from Lottery game development staff. Some scratch games are designed internally by Lottery staff and the Lottery's advertising agency.

The Lottery currently offers eight lotto games. Gopher 5[®], Pick 3[®], North 5[®] and Print-N-Play[™] games are conducted solely by the Minnesota Lottery, while Powerball[®], Mega Millions[®], and Lotto America[®] are conducted in conjunction with the Multi-State Lottery Association (MUSL). The Lottery also offers the Minnesota Millionaire Raffle[™] game for a limited time each year.

Last fiscal year, the Lottery introduced 48 new scratch games at price points from \$1 to \$50 per ticket, with approximately 41 games available for sale at any one time. Information regarding the current Lottery scratch games may be found at <u>mnlottery.com/games/scratch</u>.

2.1.5 Lottery Sales/Financial Results

Total Lottery sales for Fiscal Year 2024 (ending June 30, 2024) were approximately \$775 million. Of the \$775M, \$524.9M came from scratch ticket sales and \$250.8M from Lotto game sales. Compared with Fiscal Year 2023, total sales were down 1%. Sales by category for Fiscal Year 2024 were as follows:

Game

Approximate Sales

Scratch Games	67.7%
Lotto Games	32.3%
Powerball	14%
Mega Millions	
Pick 3	2.7%
Gopher 5	2.9%
Print-N-Play	1.3%
North 5	1.2%
Lotto America	1.4%
Minnesota Millionaire Raffle	1%

The Lottery is on pace for another strong sales year in FY2025.

2.1.6 Lottery Retailers

The Lottery currently contracts with approximately 3,000 retailers throughout the State to sell its lottery tickets. Lottery games provide both competitive advantage and revenue enhancement for Minnesota businesses.

Of the total number of Lottery retailers, 69% are convenience stores, 12% are supermarket/grocery stores, 9% are liquor stores, and the remaining 10% are other categories of retailers. Convenience stores account for 80% of tickets sold and supermarkets/grocery stores account for 13% of tickets sold. All other categories contribute 7% of sales.

Retailers are compensated by the Lottery with a commission of 5.5% to 6% on sales and 1.5% on ticket prizes redeemed at the store. In addition, retailers are eligible to receive additional compensation through incentive programs offered by the Lottery. Incentive programs include cash rewards from \$500 to \$50,000 for selling a lotto game jackpot or a scratch ticket top prize.

2.2 Lottery Website

The Minnesota Lottery website, MNLottery.com, serves as the Lottery's primary digital platform for communication and information, catering to players, retailers, stakeholders, and the general public. As a cornerstone of the Lottery's digital marketing strategy, the website plays a vital role in its online presence. It supports all aspects of the Lottery's mission by achieving key goals and objectives, including:

- Providing essential information about the Lottery
- Driving sales and increasing revenue through the promotion of new products and campaigns
- Enabling member account registration
- Facilitating entry into 2nd Chance contests and free member giveaways
- Promoting responsible gambling
- Offering fun and engaging experiences that showcase the Lottery brand
- Enhancing the customer experience for players, retailers, and stakeholders
- Growing the Lottery's player base
- Highlighting the impact of Lottery proceeds and beneficiaries
- Generating new leads and strengthening relationships with existing players

2.2.1 Content Management System (CMS)

The Lottery's current website is built on Craft Content Management System (CMS) 4 to manage content dynamically, which in conjunction with custom integrations, provides robust functionality for managing and delivering key features and customization. The Content Management System (CMS) supports dynamic content updates, including blog posts, widgets, and API integrations. It is integrated with our CRM and analytics platforms to enhance data management and reporting. Additionally, our implementation of Craft CMS powers key tools such as the retailer map, which helps users locate nearby retailers, and an additional feature that showcases retailer locations that have sold recent big-winning tickets of \$600 or more.

2.2.2 Website Hosting and Infrastructure

Mnlottery.com and its environments are hosted on a secure, cloud-based infrastructure designed to provide scalability, redundancy, and high availability.

2.2.3 Content Delivery Network (CDN) & Caching

Mnlottery.com uses a content delivery network (CDN) with a Web Application Firewall (WAF) for enhanced performance and security. Caching technologies are used to optimize load times and system efficiency.

2.2.4 Website Integrations and Related Systems

The Lottery's website integrates with external systems provided by third-party vendors. These integrations are essential to delivering both backend Lottery operations and player-facing digital experiences.

2.2.4.1 Central Gaming System

International Gaming Technology (IGT) is the Lottery's central gaming system provider. IGT is under contract until May 2027. IGT systems provide Lottery point-of-sale devices to 3,000 retailers and gaming services to produce lotto games tickets, provide winner determination of lotto games, and validate lotto and scratch games tickets. IGT is required to provide secure integration solutions to allow third-party digital platforms, including the Lottery's website and mobile applications, to interact with the gaming system.

2.2.4.2 Digital Player Experience System

Pollard Banknote Limited (PBL) is the Lottery's current digital partner, providing the GameONTM platform that provides core functionality and dynamic data services for our customers' digital experience in certain key areas of the website and the mobile app. Pollard is under contract until approximately May 2027.

2.2.4.2.1 Widgets and APIs

Some pages on the website contain GameONTM platform widgets and others call the GameONTM API. Each of these involves processes that import data into GameONTM and administrative/support functions or APIs to retrieve data from GameONTM. PBL will provide APIs and widgets to allow the website vendor to integrate into the CMS system. The list of widgets and APIs is below:

- 2nd Chance and Giveaway Promotional Entry
- Number Checker/Winning Numbers/Jackpots
- Unclaimed Prizes
- Player Account Management (PAM)

*Player Account Management (PAM) is operated, hosted, and maintained by the GameON*TM *platform. The website vendor will integrate with PAM but will not manage or store player account data.*

2.2.5 Lottery Website Metrics and Player Database Overview

This section provides an overview of website traffic patterns and player account activity to guide responders in understanding the Lottery's digital engagement scale and performance needs. Key usage and engagement metrics are summarized below:

2.2.5.1 Website Traffic and Engagement Snapshot

Metrics	Value	Notes
Total Annual Users	3.7 million+	Across all traffic sources
Average Monthly Active Users (MAU)	314,700	Average over 12 months
Peak Active Daily Users	120,000	Jackpots or Raffle events
Peak Concurrent Users	29,000	Jackpots or Raffle events
Total Annual Sessions/Visits	16.2 million+	Users may visit multiple times
Average Monthly Sessions/Visits	1.35 million	Consistent site engagement
Average Daily Sessions/Visits	44,500	Normal traffic days
Peak Daily Session/Visits	294,000	Jackpots or Raffle events
Registered Lottery Member Accounts	650,000+	Player database total
Active Member Accounts	129,000+	Logged In Past 12 Months
Annual Second Chance Entries	2.2 million+	Submitted through the website and app

Approximately 70% of website traffic comes from mobile devices.

2.2.5.2 Top Visited Website Pages

The average visit duration is approximately four minutes, and the top ten most popular pages are:

Home
 Winning Numbers Landing Page
 Gopher 5 Landing Page
 Number Checker
 2nd Chance Landing Page
 Pick 3 Landing Page
 Lotto Games Landing Page
 Powerball Landing Page
 Unclaimed Prizes Landing Page
 Member Account Login Page

All metrics are based on calendar year 2024 data unless otherwise noted.

2.3 Other Lottery Digital Platforms

2.3.1 Mobile App

The Lottery mobile convenience app launched in May 2024. The mobile app is powered by the GameON[™] platform, developed and managed in collaboration with our digital partner, PBL. Through the app, players can:

- Check scratch and lotto tickets to see if they are winners
- Create digital play slips for faster in-store purchases
- Enter 2nd Chance contests and free giveaways
- Access the latest game-related information
- Manage registration, login/authentication, and member accounts
- Locate Minnesota Lottery Retailers

2.3.2 HubSpot

The Lottery's Customer Relationship Management (CRM) tool for inbound marketing, sales funnels, lead conversion, workflows, analytics, and email marketing is HubSpot.

2.3.3 OneSignal

The Lottery's push notification and messaging tool for the mobile app is OneSignal. This platform integrates with the PAM and the CRM.

3. SUMMARY OF SCOPE

3.1 RFP Overview and Goals

The Lottery is seeking proposals for the complete redesign, development, hosting, ongoing support, maintenance, and enhancement of its website, <u>www.mnlottery.com</u> and its infrastructure. This project will encompass a full redesign of the website's front-end user interface, content management system (CMS), and back-end systems. The selected vendor will be responsible for delivering a modern, best-inclass website that meets current industry standards, is responsive, secure, and accessible, and provides an outstanding user experience for players, retailers, and stakeholders.

The website must support the Lottery's mission and objectives, act as the central hub of its digital presence, and effectively integrate with a variety of third-party systems, including but not limited to gaming systems, APIs, widgets, CRM tools, and promotional platforms. The vendor will be responsible for ensuring 24/7 availability, high performance during peak traffic periods (including jackpot surges), and compliance with all federal, state, and local accessibility requirements, ensuring the site is inclusive for all users.

The desired outcome of this project is a flexible, scalable, and highly secure mobile-first website that supports both emerging technologies and industry best practices, while maintaining redundant backups, a robust business recovery plan, and impeccable uptime reliability.

The Lottery will undergo a major Central Gaming System (CGS) conversion in May 2027. At that time, website hosting and core infrastructure will transition from the website vendor to the Lottery's new CGS provider. However, the selected website vendor will be responsible for converting to the new CGS provider, and remain responsible for all front-end development, content management, ongoing updates, and user experience enhancements throughout the remainder of the five-year contract term (anticipated to end in June 2030).

3.2 Deliverables and Tasks

The selected partner will be responsible for delivering a comprehensive, functional, and secure website solution that meets the following:

3.2.1 Overview of Key Deliverables

- Front-end responsive web desktop and mobile design.
- Implementation of a customizable Content Management System (CMS) with role-based permissions for various levels of access.
- Website content strategy and production, including tools for non-technical users to manage editorial content, photos, videos, blog posts, and events.
- Development of a comprehensive site map that defines the website's structure and navigation hierarchy, ensuring intuitive user experience and alignment with the Lottery's content strategy.
- Back-end development for custom applications and integrations with third-party systems.
- Custom API and widget integrations. (See section 5.5.1 Required Integrations)
- Secure hosting services, including web servers and physical infrastructure (development, staging, and production environments).
- Comprehensive backup and recovery plan to ensure business continuity.

- Testing for staging new developments, updates, and pre-launch quality assurance (QA).
- Deployment, training, and go-live execution.
- Ongoing maintenance, monitoring, and support.
- Produce and host public RSS feeds of winning numbers in both XML and JSON format (see https://www.mnlottery.com/feeds/winning-numbers/xml and https://www.mnlottery.com/feeds/winning-numbers/xml for Lottery vendors and players.

3.2.2 Functional Expectations

- **Scalability**: A flexible, future-focused, non-proprietary web solution with best-in-class functionality that supports some level of customization.
- **Integration**: The website must provide seamless integration to a variety of third-party applications including CRM systems, analytics platforms, widgets, APIs, and other third-party platforms.
- Accessibility: Compliance with Minnesota State Accessibility Standards, including Federal Section 508 WCAG 2.1 or better (Level AA).
- Search Optimization: Optimized search functionality that delivers relevant results and suggests related activities.
- **SEO and Analytics**: Templates optimized for SEO with tagging, tracking analytics, and custom reporting functions.
- **Customizable Templates**: A cohesive and flexible template structure that supports changes in technology and consumer behavior while maintaining visual consistency.

3.2.3 Other Tasks

- **Migration**: Develop and implement a detailed plan for migrating assets from the current system to the new site, including pages, retailer listings, photos, videos, maps, and special sections.
- **Training**: Provide end-user training for Minnesota Lottery staff on site tools and custom applications, as well as detailed technical documentation.
- **Hosting Transition**: Develop a Hosting Transition Plan that outlines how the website's hosting and core infrastructure will transfer to the Lottery's new Central Gaming System (CGS) provider in May 2027.
- Assessment: Assess new or additional business needs not currently addressed by the existing website and propose recommendations for solutions.

3.3. Key Responder Qualifications

The ideal vendor will have demonstrated experience designing, developing, and maintaining responsive, user-centered websites of similar scope and complexity. Proven expertise in implementing scalable content management systems, secure API integrations, and accessibility compliance (WCAG 2.1 AA or higher) is essential. The vendor should be skilled in delivering visually compelling designs that align with the Lottery's brand and optimize the user experience across desktop and mobile devices. A successful responder will also have a track record of seamless content migration, integration with third-party tools (e.g., CRM and analytics platforms), and providing reliable ongoing maintenance, support, and training. The ability to manage projects efficiently, collaborate with stakeholders, and propose forward-thinking solutions will be critical.

This Request for Proposals does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if doing so is considered in its best interest. 05.07.2025 Minnesota Lottery Website RFP Page 10 of 34

4. PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

4.1 Information Regarding this Request for Proposal

The Lottery is committed to a fair and open process to provide the best value for the Lottery and its good causes. Value is a combination of the best services at the best possible price as described below. This section provides the rules for this process. Please review this section closely.

4.2. Proposal Instructions and Contents

All proposals must be sent to and received by: Kolby Sabrina Minnesota Lottery Purchasing Department Minnesota State Lottery 2645 Long Lake Road Roseville, MN 55113

no later than 2:00 p.m. (Central Time) on June 25, 2025. Late proposals will not be accepted. Responders must submit two (2) USB drives:

- One (1) USB drive labeled with responder's company name containing the written proposal, price proposal, required forms, and any multimedia examples or demonstrations. The price proposal must be sent as a separate PDF that is clearly labeled as containing pricing information.
- One (1) USB drive labeled with responder's company name containing the written proposal and any multimedia examples or demonstrations. This USB drive must *not* include any pricing information.

By submitting a response, the responder is making a binding legal offer for the period of time set forth in Section 4.7 (Conditions of Offer).

4.3. Sole Point of Contact and Written Questions

The Lottery designates Kolby Sabrina as the sole point of contact regarding all procurement and contractual matters relating to the services described herein. Once issued, the Lottery is the only office authorized to clarify, modify, amend, alter, or withdraw specifications, terms, and conditions of this RFP and any contract awarded because of this RFP. All communications concerning this RFP must be addressed to:

Kolby Sabrina Minnesota Lottery Purchasing Department Minnesota State Lottery 2645 Long Lake Road Roseville, MN 55113 Email: kolby.sabrina@mnlottery.com

Responders are encouraged to submit written questions via email. Initial written questions must be received by the Lottery no later than 2:00 p.m. (Central Time) on May 30, 2025. Telephone inquiries will not be answered.

On or before **June 13, 2025**, the Lottery will issue official answers to questions submitted. The answers to all questions will be posted on <u>mnlottery.com/vendors</u>. Answers that materially impact the requirements of the RFP will be considered amendments to the RFP. Responders are responsible for regularly checking mnlottery.com for updates. Modification of the RFP requirements will be recognized only by the issuance of amendments.

4.2. Schedule

This RFP process will proceed in two stages:

First, each responder will submit a written proposal and a price proposal (Section 6). If the pass/fail requirements listed in Section 4.4.1 are satisfied, the review committee will score the written proposals, and the Contract Administrator will independently score the price proposals.

Second, based on an evaluation of the written and price proposals, the Lottery may exercise its right to short-list responders for an interview or presentation and designate finalists. The finalists will be asked to provide a comprehensive presentation in person at the MN Lottery office in Roseville, MN. See Section 4.4.4, below, for more information.

The apparent successful winner of this RFP will be determined by the finalists' total scores, combined with their price proposals. The time and critical dates for awarding a contract under this RFP are as follows:

Event	Date
RFP Issued	May 19, 2025
Deadline for Written Questions	May 30, 2025, 2 p.m. CT
Answers to Questions	June 13, 2025
Written Proposals Due	June 25, 2025, 2 p.m. CT
Finalists Designated	July 10, 2025 July 18, 2025
Finalists Presentations	Week of August 11, 2025
Apparent Winning Proposals Designated	August 20, 2025
Contract Executed	August 27, 2025
New Website Go-Live	May 27, 2026

These dates are for informational and planning purposes and may change during the procurement process at the discretion of the Lottery Director. Potential responders will be informed of any material change.

4.3. Written Proposal Content

Written proposals should include all the information requested in Section 4. Written proposals must be no more than 50 single-sided pages, with margins of ³/₄" (20mm) on all sides with a font no smaller than 11 point. The required forms found in Attachment D (and described in Section 4.7.1), any exceptions to the proposed contract, financial statements, and other required documents should be attached to the written proposal and do not count toward the page limit. Any cover page, table of contents, transmittal letter, trade secrets designation table, pricing proposal, and SLA schedule do not count toward the page limit.

Responders are encouraged to submit video or audio examples as part of their written proposals. These examples *should be on included on the required USB drives and cannot be hosted on the Internet*. Video or audio examples do not count toward the page limit but must be fully described in the text of the written proposal.

The price proposal should include all the information found in Section 6. The price proposal must be in the format found in Section 6.

4.4. Proposal Evaluation

All responses received by the deadline will be evaluated by a review committee comprised of representatives of the Lottery's executive, operations, information technology, and marketing departments. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation.

The 1,000-point scale found in Section 4.4.2 will be used to create the final evaluation recommendation.

4.4.1. Phase 1 – Responsiveness and Pass/Fail Requirements

The Lottery will first review each written proposal for responsiveness to determine if the responder satisfies all mandatory pass/fail requirements. The following will be considered on a pass/fail basis for the written proposals:

- 1. Written proposals must be received on or before the due date and time specified in this solicitation.
- 2. Responder must have successfully completed at least one (1) public-facing website project within the last five (5) years that included development and maintenance of a website with third-party API integrations, dynamic data systems, and demonstrated operational use following launch. The responder must also complete and submit the Reference Form found in Attachment E to document this project.
- 3. Responder must support all six (6) required website integrations in Section 5.5.
- 4. Responder must support all eight (8) required website features in Section 5.6.
- 5. The written proposal must not exceed fifty (50) pages, with margins of ³/₄" (20mm) on all sides with a font no smaller than 11 point. Proposals will be reviewed only to page 50; any additional pages will not be reviewed by the evaluation team.

4.4.2. Phase 2 – Evaluation

Only responses found to have met all pass/fail requirements in Phase 1 will be evaluated by the review committee in Phase 2 as follows:

Criteria	Maximum Points
Development Philosophy, Technical Strengths, and Capabilities	200
Client Service, Maintenance and Support Approach	150
Website Security	75
Website Accessibility and Inclusivity	75
Integration Experience and Approach	100
Website Features	100
Additional Required Responses (Not Scored)	NA
Price	300
Total	1,000

4.4.3. Pricing

After scoring the written proposals, the Contract Administrator will independently score the cost proposals. The review committee will not see cost proposal scores. Compliance with the template in Section 5 will be considered a pass/fail requirement. The lowest priced responder will be awarded 300 points, and more expensive proposals will be scaled to the lowest-price responder.

Certified Targeted Group Businesses should indicate their status as part of the Price Proposal. Certified Targeted Group (TG), Economically Disadvantaged (ED), and Veteran-Owned (VO) businesses will be eligible to receive an additional 120 preference points. Certified TG/ED/VO responders must indicate their certification status as part of their Cost Proposal submission to be considered for this preference.

4.4.4. Phase 3 – Finalists

Only those responses that have been evaluated under Phase 2 will be eligible for Phase 3.

The Lottery will make its selection based on best value as determined by this evaluation process. The Lottery reserves the right, based on scores of the proposals, to create a short-listing of responders who have received the highest scores to interview, or conduct demonstrations/presentations. The Lottery reserves the right to seek best and final offers from one or more responders and to re-weigh price based on the lowest priced finalist.

If the Lottery exercises its right to short-list responders for an interview or demonstration/presentation phase, the Contract Administrator will short-list the highest scoring responders by determining the natural break in the responders' scores. Only the highest scoring responders will advance as finalists.

Shortly after naming finalists, the Lottery will present each finalist with an identical agenda for a finalist presentation.

The finalist presentations will be in person at the Lottery Roseville, MN office. Each presenter will have 90 minutes to introduce their application and present and 30 minutes to answer questions for a total of 120 minutes. These finalist presentations will be evaluated on a 700-point scale by the review committee.

4.4.5. Negotiation and Recommendation

After review and approval of the recommendation of the evaluation committee by the Lottery Director, the Lottery will begin to negotiate a contract with the responder that has been recommended by the evaluation committee. Contract negotiations will not address changes to material terms and conditions, services, products, options, or pricing for performance of the contract unless for the clear benefit of the Lottery. The responder will be held to the terms submitted in their proposal but may be required to reduce costs depending upon aspects of the proposed program that may be determined by the Lottery to be unnecessary or not cost effective.

First consideration will be given to the responder with the highest total points. If contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration.

The Lottery Director will make the final award decision. The Lottery Director may accept or reject the recommendation of the evaluation committee.

The State reserves the right to pursue negotiations on any exception taken to the State's standard terms and conditions. In the event that negotiated terms cannot be reached, the State reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as the State deems appropriate. If the State anticipates multiple awards, the State reserves the right to negotiate with more than one responder simultaneously.

4.5. Proposed Contract

Each responder should be aware of the Lottery's standard contract terms and conditions when preparing a response. A sample contract is attached for reference. Much of the language in the contract is required by statute. If a responder takes exception to any of the terms, conditions, or language in the contract, those exceptions must be indicated on the required form, and certain exceptions may result in proposal disqualification from further review and evaluation. Only those exceptions indicated in a responder's response to the RFP will be available for discussion or negotiation. Each responder must complete the attached Contract Terms Acknowledgement and attach it to the written proposal.

4.6. Term

This contract term is anticipated as three years from contract execution, with an option for the Lottery to extend an additional two years in increments determined by the Lottery.

4.7. General Requirements

The following general requirements and rules apply to this RFP.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statute, § 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Contingency Fees Prohibited

Pursuant to Minnesota Statute § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Conditions of Offer

Unless otherwise approved in writing by the State, Responder's cost proposal and all terms offered in its response that pertain to the completion of services will remain firm for 180 days from the due date for submission, or until a contract is fully executed, whichever occurs first.

Sample Contract

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions, or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Office of Equity in Procurement ("OSP") which must include a description of the action which the contract or has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group (TG) businesses and individuals submitting proposals as prime contractors will receive a 12% percent preference in the evaluation of their proposal, and certified Economically Disadvantaged (ED) businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses and ED businesses must be currently certified by the Office of Equity in Procurement (OEP) prior to the solicitation opening date and time. For information regarding certification, contact OEP at 651-201-2402 or procurement.equity@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Small Business Preference

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, subd. 6a, the Commissioner of Administration will award a 12% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

A small business qualifies for the veteran-owned preference when it meets one of the following requirements. 1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business. 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation). *See* Minn. Stat. § 16C.19(d).

Submit the appropriate documentation with the solicitation response to claim the veteran-owned preference. Statutory requirements and documentation must be met by the solicitation response due date and time to be awarded the preference.

Workforce Certification

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Workforce Certificate Information form and return it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 -5000.3600 are available upon request from the contracting agency."

Equal Pay Certification

If the Response to this solicitation could be in excess of \$500,000 the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee \$500,000 – Bodily Injury by Disease aggregate \$100,000 – Bodily Injury by Accident

If Minnesota Statute § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. Commercial General Liability Insurance: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 - annual aggregate - Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage Personal and Advertising Injury Blanket Contractual Liability Products and Completed Operations Liability MN Lottery named as an Additional Insured, to the extent permitted by law

3. Commercial Automobile Liability Insurance: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 - per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event \$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

- C. Additional Insurance Conditions:
 - Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
 - If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
 - Contractor is responsible for payment of Contract related insurance premiums and deductibles;
 - If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
 - Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
 - Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
 - An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

Network Security and Privacy Liability Insurance (or Cyber Liability Insurance)

The contractor must maintain Network Security and Privacy Liability Insurance (or an equivalent cyber liability insurance policy) covering claims arising from actual or alleged incidents involving network security, unauthorized access, privacy violations, denial or disruption of service attacks, introduction of malicious code, and data breaches.

Coverage must include, but is not limited to:

- Unauthorized access or disclosure of personal information
- Failure to protect personal or confidential data
- Notification and remediation expenses arising from breaches
- Denial of service attacks or disruption of network operations

Minimum required coverage limits:

- \$2,000,000 per claim or event
- \$2,000,000 annual aggregate

Any deductible shall be the sole responsibility of the contractor and must not exceed \$50,000 without written approval from the State. Coverage must have a retroactive date no later than the effective date of the contract and must be maintained for at least three (3) years after the completion of the contract or work, including any extended reporting periods if coverage is discontinued.

E-Verify Certification (In accordance with Minn. Stat. § 16C.075)

By submission of a proposal for services in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

Subcontractor Reporting

The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of your contract may exceed \$500,000, including all extension options, you must track and report, on a quarterly basis, the amount you spend with diverse small businesses. When this applies, you will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

4.7.1. Required Forms

Certification Regarding Lobbying

Each responder must complete the attached Certification Regarding Lobbying and include it with the response. The Certification should be attached to the written proposal.

Affirmative Action Certification - Please see Sample Contract #23 for requirements upon contract execution.

Equal Pay Certification

If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us. The Certification should be attached to the written proposal.

Affidavit of Non-collusion

Each responder must complete the attached Affidavit of Non-collusion and include it with the response. The Affidavit should be attached to the written proposal.

Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to certified small businesses that are majorityowned and operated by veterans. In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74. To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference. If you are claiming the veteran-owned preference, attach documentation, sign, and return the Veteran-Owned Preference Form with your written proposal.

5. WRITTEN PROPOSAL

The Lottery wants to get to know you and your plans for developing our website. With that in mind, using reasonable formatting, please answer the following questions in 50 pages, at most. These questions are designed to be open-ended, and we hope to give you the space to show off. We're looking for examples and commitments, not buzzwords. Don't feel obligated to use all 50 pages. Your response will be scored out of 700 possible points.

5.1. Development Philosophy, Technical Strengths, and Capabilities (200 points)

Outline your website development philosophy, technical strengths, and capabilities. What differentiates you from your competitors?

5.1.1. Business Philosophy and Core Capabilities

Provide a brief synopsis of your core business philosophy and capabilities. If you are not exclusively a website developer, please focus on philosophy and capabilities of your development team. Also explain how those capabilities fit into your corporate structure.

5.1.2. Website Development Methodologies

Provide a detailed description of your approach to website development, including how you incorporate design, research, industry trends, and user feedback into your process. If applicable, share an example where you adjusted or optimized your approach based on key learnings from customers or stakeholders.

Describe your project management approach, outlining how you will oversee this project for the Minnesota Lottery from inception to completion. Include a high-level project timeline that highlights key milestones, deliverables, and collaboration points. A few questions you may wish to answer are below:

- What is your technical approach to website development? For example, do you use native technologies, cross-platform compiling, or another method?
- Which technologies, frameworks, and tools would you use to ensure a seamless experience for both desktop and mobile users?
- How will you approach transitioning from the current website to the new one to minimize disruptions? What steps will you take to ensure all existing content, functionality, and integrations are migrated successfully? What measures will you take to preserve SEO rankings, redirect URLs, and ensure continuity for users and stakeholders during the transition?
- How do you ensure the website is scalable and optimized for performance across various devices and all browsers?
- We seek a highly customized and on-brand user experience. How would you approach incorporating the Lottery's branding (see brand guidelines attachment H) into the design and functionality of the website?
- What type of analytics solutions have you implemented in past projects? How will you ensure the website supports robust analytics for tracking user behavior, engagement, and other KPIs?
- Describe your process for quality assurance and testing. How do you ensure the website is free of errors, secure, and meets all requirements before launch?
- What change management strategies do you implement to incorporate client feedback and adapt to evolving project needs?
- What CMS do you recommend? Is it user-friendly for non-technical users while providing sufficient flexibility and the option for Lottery staff to customize HTML and CSS as needed?

When addressing these items, provide a clear picture of your development philosophy and capabilities, along with how your methodologies will align with the Lottery's goals for this project.

5.1.3. User Interface Design

Explain your approach to UI/UX. Explain your processes and approach for developing a website that is easy to use on both mobile and desktop while being fun to look at.

How would you develop a navigation structure that is optimized to allow users to find information and resources quickly and easily? The navigation structure will need to be intuitive for new users but fully featured for returning users.

5.1.4. Development History and Case Studies

Describe your history and portfolio developing websites. Make sure you describe at least one (1) current or completed website contract with similar complex API/widget and data integrations. For each case, explain any innovations, key features, or development challenges you overcame.

5.2. Client Service Approach and Service Support Commitments (150 points)

This section evaluates the vendor's approach to client service, focusing on how you will develop, operate, maintain, support, and improve the Lottery website. Vendors must demonstrate their ability to provide a seamless, secure, and user-friendly experience for both the Lottery and its players, ensuring high availability, performance, and support throughout the contract term. Please outline your website client service approach and make concrete commitments that you will uphold during the term of the contract. Why should we work with you?

5.2.1. Client Services

Describe your approach to client service in the context of developing, operating, maintaining, supporting, and improving the Lottery website. While your contract will be with the Minnesota Lottery, your end users will include lottery players with varying levels of technological sophistication. Your response should address how you will ensure excellent service for both internal Lottery stakeholders and external users.

Additionally, specify who will support the Lottery throughout the duration of the contract. Include the following details:

- Account Management and Support Team Structure: Identify the key personnel who will manage and support the Lottery account, including their roles, responsibilities, and qualifications. Indicate whether there will be a dedicated account manager, project manager, or technical lead assigned to the Lottery.
- **Primary Points of Contact**: Provide the names and titles of the primary points of contact for day-to-day communications, technical issues, and project management. Include information on how the Lottery will communicate with these individuals (e.g., direct phone numbers, emails, support portals).
- **Team Experience and Qualifications**: Detail the experience and qualifications of your support team, particularly in managing lottery websites, high-traffic platforms, or government contracts. Include examples of previous projects or clients with similar scopes.

- **Regular Check-Ins and Reporting**: Specify how often you will provide status updates and check-in meetings, reports, or scheduled meetings with the Lottery team to review performance, address recurring issues, and discuss potential improvements.
- **Continuity of Service**: Address how you will ensure continuity of service if there are changes in staffing or key personnel. Describe how knowledge transfer and documentation will be managed to avoid disruptions.

The Lottery reserves the right to disapprove or request the removal of any employee or subcontractor assigned to the contract at any time during the contract term. Upon written and reasonable request, the contractor must promptly remove the specified individual from work related to the contract.

In accordance with Minnesota State law and the Minnesota Lottery Code of Conduct, the vendor must establish and enforce an ethics policy that governs the behavior of all its employees and subcontractors involved in this project. This policy must ensure that all personnel adhere to ethical standards that align with the Lottery's values and objectives. Refer to Attachment G (MN Lottery Code of Conduct).

5.2.2. Website Hosting

The selected vendor will be responsible for secure, scalable, and reliable hosting as part of the Base Price (see section 6.1. Base Price) from Go Live through May 2027, at which point hosting and core infrastructure will transition to the Lottery's Central Gaming System (CGS) provider. The vendor is responsible for ensuring a seamless transition of hosting and infrastructure to the CGS provider while maintaining responsibility for the website's front-end development, content management, and ongoing support through the remainder of the contract term (anticipated to end in June 2030).

The vendor's hosting solution must include both production and non-production environments (staging, development, and testing). The vendor is responsible for all website system administration and support during the initial hosting period through May 2027 as listed below. Hosting services must be included as a monthly fee covering all hosting-related expenses with no additional charges unless explicitly stated in the Base Price section during the initial hosting period.

Describe how you will provide secure, scalable, and reliable hosting as part of the Base Price (Section 6.1).

Hosting Responsibilities (Go Live through May 2027):

The selected vendor must provide and detail a hosting solution that meet the following requirements:

- **Hosting Environment**: Describe whether your solution is cloud-based, dedicated, or hybrid solutions with a strong emphasis on security, redundancy, performance, and compliance with state and federal standards.
- **Backup Schedule**: Explain your backup schedule regarding daily incremental backups and regular full backups of all website data.
- **Traffic Scalability**: Provide your strategies for handling high-traffic periods (e.g., large jackpots), including real-time performance monitoring during peak times such as evening draw events. *See 2.2.5.1 Website Traffic and Engagement Snapshot Section*.
- Hosting Transition Plan (2027): Outline how you will develop a comprehensive transition plan detailing how hosting and infrastructure will migrate to the CGS provider in May 2027 while maintaining uninterrupted service.

Front-End Maintenance and Support (Go Live through End of Contract):

After hosting transitions to the CGS provider in May 2027, the selected vendor will continue to provide front-end website maintenance and support through the remainder of the contract term. This includes:

- Ongoing website enhancements, content management, and UI/UX updates.
- Integration and implementation of new APIs, widgets, and plug-ins provided by the CGS provider.
- Technical troubleshooting and performance optimization to ensure seamless functionality.
- Collaboration with the CGS provider to ensure all hosting-related infrastructure supports frontend functionality.

The vendor must remain available for collaboration with both the Lottery and CGS provider throughout the remainder of the contract to ensure a fully functional, updated, and optimized website that continues to meet business and player needs.

5.2.3. Maintenance

Explain how you will perform and manage ongoing routine maintenance throughout the course of the contract, system updates, CMS upgrades, change management process, and emergency fixes as part of the Base Price. Address the following:

- Maintenance Schedule: Frequency and process for updates, patches, and system enhancements.
- **Downtime Management**: Specify allowable downtime for maintenance and how you will communicate advance notifications for scheduled maintenance.
- Emergency Fixes: Response times and escalation procedures for addressing critical issues.
- Change Management Process: Explain how you will handle both routine system updates (e.g., CMS patches, security updates) and feature enhancements (e.g., new functionalities, major design updates). Describe the process for:
 - Submitting change requests.
 - Reviewing and approving changes.
 - Testing changes in a non-production environment.
 - Deploying changes with minimal downtime.
 - Out-of-Scope Changes: Clearly differentiate between changes included in the Base Price and those considered out-of-scope such as new development, which would incur additional costs. Out-of-scope changes will be billed hourly based on rates in the pricing proposal.

All planned maintenance windows and downtime must be scheduled with and agreed to by the Lottery. As specified in the Contract, out-of-scope development will be paid hourly based on the rate supplied in the pricing proposal.

5.2.4. Support Services

Describe your approach to providing technical support to the Lottery post-launch. Support services must be comprehensive, responsive, and included in the Base Price. Address the following:

• **Support Availability**: Define your support hours (e.g., 24/7, business hours), and specify response times for different issue types (e.g., critical outages vs. minor issues).

- **Day-to-Day Issue Management**: Describe how you will manage daily client issues after launch, including how issues are reported (e.g., ticketing system, support portal) and tracked through resolution.
- **Escalation Procedures**: Provide a clear escalation path for unresolved or critical issues, including timelines and key personnel responsible for resolution.
- **Proactive Monitoring**: Explain how you will proactively monitor website performance and address issues before they affect the Lottery or its players. The vendor must provide performance monitoring and reporting during periods of high traffic, which may include large jackpot events, major promotions, or the annual Raffle winning numbers announcement on January 1. These events may occur during nights, weekends, or holidays, and the vendor must be available to provide real-time support and performance oversight during these critical times.
- **Ongoing Communication**: Specify how often you will provide status updates, performance reports, and conduct regular check-ins with the Lottery team.

5.2.5. Service Level Agreement

We expect SLAs regarding uptime, service support and escalation, incident management, data breaches, request fulfillment times, continuous optimization, and any other commercially reasonable agreements you think will benefit the Lottery. Use any format, but the Lottery will score your SLAs on clarity, usability, and favorability toward the Lottery. *The Lottery will not require liquidated damages for this contract but will rely on your commitments in this section to hold you accountable. Therefore, each SLA must include a service credit or dollar amount you will be responsible for failure to meet an SLA.*

- Uptime Guarantees: Specify uptime expectations (e.g., 99.9% availability) and outline the maximum allowable downtime per month, including penalties for exceeding these thresholds.
- **Support and Escalation**: Define response times (critical vs non-critical), escalation procedures, and how support issues will be handled during critical periods.
- Incident and Outage Management: Describe how outages and incidents will be managed, including who is responsible for associated costs.
- **Data Breach Protocols**: Outline procedures for identifying, reporting, and resolving data breaches, including responsibilities for associated costs.
- **Continuous Optimization**: Describe how you will proactively monitor website performance and recommend improvements over time.
- **Business Recovery and Continuity Plan**: Describe your Business Recovery and Continuity Plan including how you will ensure the continuity of website services in the event of a major disruption. The BRP should include:
 - Disaster Recovery Protocols for events like data center failures, natural disasters, cyberattacks, or extended outages.
 - Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) that specify how quickly services will be restored.
 - Backup Strategies to ensure website data integrity and availability, including off-site storage and redundant systems.
 - Roles and Responsibilities for the recovery process, including which personnel will manage the recovery and how communication with the Lottery will be handled.
 - $\circ~$ Testing and Updates: Explain how often the BRP will be tested and updated to ensure effectiveness.
 - Vendor Responsibility: Describe your approach to recovery-related costs in the event of a service disruption, outage, or data loss. Vendors must disclose any limitations on liability related to recovery services in their proposal.

Final determination of responsibility for service disruptions, data loss, or failure to meet recovery objectives (RTO/RPO) will be made by the Lottery based on incident review and contract terms. In the event of a disruption caused by vendor negligence, failure to perform, or breach of service level commitments, the vendor will be fully responsible for all direct and indirect costs associated with recovery and service restoration. Any proposed limitations of liability must be clearly disclosed in the vendor's proposal. The Lottery reserves the right to negotiate or reject any proposed limitations.

The Lottery may seek to further negotiate or clarify SLAs with the winning responder. SLA schedules do not count toward the 50-page limit; however, any description of your support commitments or philosophy do count toward the page limit.

5.2.6. Go Live and Milestone Schedule

The Lottery has established a Go Live date of May 27, 2026. Responders must confirm their ability to meet this date and provide a milestone schedule outlining all major phases of the project leading up to Go Live. This should include tasks such as development, integrations, content migration, training, and testing. These activities are considered one-time project work and must align with the Base Price in Section 6.1. Do not include pricing in this section.

Additionally, the Lottery requires a milestone-based schedule that accounts the upcoming Central Gaming system transition in May 2027. The milestone schedule should include a transition plan hosting, integration and platform updates with the conversion to the new Central Gaming System (CGS) provider.

5.3. Website Security (75 points)

The vendor must provide a comprehensive security strategy that protects the website from cyber threats, vulnerabilities, and unauthorized access throughout the entire contract term. While player account management (PAM) is handled by a third-party vendor, the selected vendor must ensure that the website remains secure, particularly regarding data transmission, API integrations, and hosting transitions. For the purposes of this RFP, a secure website uses industry best practices, implementation of encryption protocols, ongoing monitoring and patching, and compliance with applicable Minnesota IT standards.

As the Lottery's website hosting will transition to the CGS provider in May 2027, the vendor must ensure that security measures remain effective before, during, and after this transition. The selected vendor will continue to be responsible for front-end security, content integrity, and API security integrations through the remainder of the contract term.

Website Hosting Security (Go Live through May 2027)

- Encryption: Explain your approach to encryption and how you will implement encryption to secure data transmitted between the website, the player account management platform, and any other third-party integrations.
- Data Protection: Describe how you will safeguard sensitive data handled by the website, such as user interactions, content submissions, and analytics.

- Integration Security: Explain how you will ensure secure integration with APIs, widgets, and other third-party platforms or tools to maintain seamless functionality without compromising security.
- Website Vulnerability Management: Detail your approach to identifying and mitigating potential vulnerabilities, including measures to protect against common threats.
- Testing and Auditing: Describe how you will conduct security testing throughout the development cycle and conducting a pre-launch security audit before the website goes live.
- Ongoing Monitoring: Outline your approach to monitoring the website for suspicious activity, potential breaches, and maintaining security updates after launch.

Hosting Transition Security (May 2027)

- Explain how you will collaborate with the CGS provider to establish a secure hosting migration strategy, ensuring that data, APIs, and integrations are transferred without security vulnerabilities.
- Detail how you will ensure continued security of all CGS APIs including new APIs, front-end functionality, and integrations of other third-party services.
- Give an overview on your approach to updating API security protocols to align with CGS security requirements as new integrations are introduced.

Post-Transition Front-End Security (May 2027 through End of Contract)

After hosting transitions to the CGS provider, the selected vendor will continue to be responsible for:

- Ensuring front-end security best practices, including code integrity, secure updates, and compliance with evolving security standards.
- Monitoring and testing security of all content management features, APIs, and integrations.
- Conducting a security post-transition audit to identify and address any gaps in security controls.

Data Protection and Privacy Compliance

The selected vendor must ensure that all website development, hosting, data processing, and support services comply with applicable federal, state, and local data protection laws and standards, including but not limited to:

- Minnesota Government Data Practices Act (Minn. Stat. Chapter 13)
- Federal Privacy Act, where applicable
- Americans with Disabilities Act (ADA) in digital services
- State of Minnesota IT Security Policies and Standards (available at mn.gov/mnit)

Hosting, data storage, and data processing must occur exclusively within the United States. The vendor must also comply with any additional Lottery-specific data privacy and information security requirements provided during contract negotiations or transition to the Central Gaming System (CGS) provider in May 2027.

Refer to the Security and Data Protection section in Exhibit A: Sample Contract Terms for additional mandatory requirements that will apply upon contract execution.

5.4 Website Accessibility and Inclusivity (75 Points)

Describe your approach to ensuring the website complies with accessibility standards and is inclusive for all users. Accessibility is a critical priority for the Lottery, and mnlottery.com must meet or exceed the State of Minnesota IT Accessibility Standard and Section 508 / WCAG 2.1 Level AA standards, and comply with all applicable federal, state, and local accessibility requirements. Specifically, address the following:

- **Design and Development Practices**: Explain how you will incorporate accessibility best practices into the design and development process to ensure usability for individuals with disabilities, including those using assistive technologies such as screen readers, keyboard navigation, and voice recognition software.
- **Testing and Validation**: Outline your approach to accessibility testing during development, including tools, methods, and processes for identifying and addressing issues. Provide examples of any accessibility audits or testing conducted in previous projects.
- **Content Accessibility**: Describe how the website's content (text, images, videos, etc.) will be structured and managed to ensure ongoing accessibility, including considerations for captions, alt text, heading hierarchies, aria labels, and other WCAG-compliant elements. Are there applications or built-in development features that can streamline compliance and reduce manual efforts. Provide recommendations for customizations or third-party integrations that could enhance efficiency in maintaining accessible content over time.
- Accessibility Features: Highlight any additional features/add-ons/plug-ins you recommend or have implemented in the past to enhance the accessibility of websites. Ongoing Compliance & Reporting: Explain how you will ensure the website remains accessible over time, including your approach to regular audits and reporting tools, updates, and training for internal staff responsible for managing website content.

5.5 Integration Experience and Approach (100 points)

The Minnesota Lottery requires seamless, scalable, and secure integrations to support both current operations and future system transitions, including the planned Central Gaming System (CGS) conversion in May 2027. Vendors must demonstrate their experience, approach, and adaptability in integrating with third-party software, APIs, and custom API development to ensure compatibility and operational continuity.

Vendor Experience and Approach

In your response, describe your philosophy and experience with system integrations in a lottery or similarly complex environment. Provide specific examples of past projects where you have successfully integrated multiple third-party software while ensuring:

- System compatibility across different vendors and platforms
- Data security and encryption in API communications
- Performance optimization during high-traffic periods
- Minimized disruptions during major system transitions

Current System Integrations

Outline how your proposed website will integrate with existing Lottery systems, including third-party platforms such as GameOnTM widgets, APIs, and HubSpot CRM tools.

Future System Integrations (May 2027 and Beyond): Since hosting, core infrastructure and other digital third-party integrations will transition to the new CGS provider in May 2027, describe how your team will:

- Ensure API and widget compatibility with new CGS vendor-provided tools.
- Develop a transition plan to integrate new data points and features introduced by the CGS provider while maintaining website continuity.
- Test, validate, and optimize new integrations before and after deployment to prevent service disruptions.

- Work collaboratively with the CGS provider to ensure all integration points are updated without affecting front-end functionality.
- Maintain API security standards and adjust authentication protocols as needed to align with the CGS provider's security framework.

5.5.1 Required Integrations

Detail your approach to delivering the following required integrations for the website. We do not necessarily require experience with these precise integrations, but how would you address these requirements:

5.5.1.1 IGT, Central Gaming System, or Similar Integration

Integration with IGT or Central Gaming System vendor will be required for current and future integrations. Describe your experience and approach to integrating with central gaming system providers or other similar large custom software stacks.

5.5.1.2. GameON™ or Similar Integration

Integration with GameONTM or similar third-party platform providers is required by the Lottery. Please describe your experience and approach to integrating with technology providers. Keep in mind that this process may require developing custom APIs and/or developing entirely new APIs.

5.5.1.2.1 Number Checker – Widget

Responder will be required to integrate the number checker widget for lotto games on the website. The functionality is used to return results status (winner/non-winner, prize amount) of lotto and Minnesota Millionaire Raffle games.

5.5.1,2.2 Winning Lotto Numbers – API

Responder will be required to display results of the latest winning numbers and jackpot amounts (where applicable) for all current and future lotto games for 366 days. This data is being delivered via API.

5.5.1.2.3 Scratch and Lotto - Widget

Responder will be required to display unclaimed prize and other prize data (including prizes remaining where applicable) for all current, past, and future scratch and lotto games. This is currently displayed on the website via widget.

5.5.1.2.4 Member Account Login – API or Widget

The member account login function enables users to access features like entering 2nd Chance contests, giveaways, and signing up for emails and push notifications. Currently this functionality is integrated as a widget, but the Lottery is open to an API-based solution to enhance integration, scalability, and user experience.

5.5.1.2.5 2nd Chance Entry and Giveaway Entry – API or Widget

2nd Chance entry for scratch and lotto tickets is a required integration of the website, along with member giveaways. Currently this functionality is integrated using a widget; however, the Lottery is

open to transitioning to an API-based solution. The API should enable seamless integration and provide a better user experience. This functionality must allow players to log into their player account to enter 2nd Chance codes and enter giveaways. Vendors are encouraged to make recommendations on the most effective, user-friendly, and accessible solution for integrating 2nd Chance and Giveaway entry into the website. Base Price (Section 6.1) should include API entry as this is the Lottery's strongly preferred method.

5.5.1.2.6. CRM and Communication Platforms

The responder will be required to integrate seamlessly with the Lottery's current CRM, HubSpot, to support marketing initiatives, player engagement, and personalized messaging. New services will be provided by the new CGS vendor and will need to be incorporated into the May 2027 transition plan.

The Lottery anticipates future enhancements to player services, system capabilities, and third-party integrations. As such, vendors must demonstrate flexibility in adapting to new integrations introduced by the Central Gaming System (CGS) provider or other technology partners as business needs evolve.

5.6. Required Website Features (100 points)

Describe how you will deliver the following required features. For each feature, describe your approach and how you will implement the requirement. Use examples from other projects, wireframes, or other design sketches so that the Lottery can evaluate the overall quality of your implementations. The following features are required to be included as part of the Base Price:

5.6.1. Maintenance Mode

The website must include a Maintenance Mode feature that can be easily activated by Lottery staff when needed. This mode should temporarily block access to the entire active website while displaying critical information on a temporary landing page that includes current winning numbers and jackpot amounts along with a customizable message. This function should log all users out of the regular site.

The functionality should be user-friendly, allowing staff to enable, disable and schedule Maintenance Mode without requiring developer support. The design of the Maintenance Mode page should align with the overall website branding and provide clear communication to users about the temporary nature of the maintenance. The ability to display current winning numbers and jackpot information during Maintenance Mode must be maintained through existing integrations or a streamlined manual process along with the ability to update messaging.

5.6.2. Retailer Locator

Responder will use the geolocation functionality on a device plus user-specified zip code option, coupled with a secure integration to the database record of Lottery retailers, to display the closest retailers to a player's current location. Responder will visually designate retailers within a map and provide directions. Responder must be able to integrate with an existing Lottery database for retailer information. This is currently a built-in manual feature of the website, but the Lottery is looking for automated API solution. This should be included in the Base Price (Section 6.1).

5.6.3. Winning-Ticket Retailer Location

The website must include a dynamic Winning-Ticket Retailer Location page/feature that displays data and ticket/game images of recent retailers where winning tickets of \$600 or more were sold with a

special feature to flag big winners of \$25,000 or more. This functionality is currently supported through manual uploads of CSV files, which update the displayed information. This is a required feature of the website, and the responder should maintain or improve its functionality and ensure that updates are efficient and the feature integrates seamlessly with the website's design and user experience. The Lottery is looking for an automation or integration solution to streamline the current manual process. This should be included in the Base Price (Section 6.1).

5.6.4. Claimable Scratch Game Page

The responder must create a dedicated page to display all claimable scratch games. This page should include key details, such as the game name, game number, start date, and end date. The functionality must be automated, dynamically updating to include new games based on their start and end dates and automatically removing games one year (366 days) after their end date. The page should seamlessly integrate with the game data, ensuring accurate and real-time updates without requiring manual intervention.

5.6.5. Blog

The website must include a dedicated blog feature to support the Lottery's content strategy and engage users with dynamic, regularly updated content. The blog should provide a user-friendly interface for creating, editing, scheduling and publishing posts, with support for rich content such as embedded images, videos, and interactive elements. It should also allow for tagging and categorization of posts to improve navigation and searchability, as well as scheduling options for future publication. The blog must integrate with social sharing tools, enabling users to share content across their networks easily, and should feature a visually appealing design that aligns with the overall website branding and user experience. Additionally, the blog should be compatible with analytics tools to track performance, user engagement, and other key metrics, helping the Lottery effectively share stories, news, and updates while fostering greater user engagement.

5.6.6. Flexible Webpage Templates

The website must support a variety of flexible webpage templates to accommodate a variety of content needs, including but not limited to homepage, game pages, game landing pages, promotions, 2nd Chance contests, events, and standard information pages. These templates should provide a consistent structure while allowing for customization to highlight key Lottery initiatives. These pages must support a variety of media types, such as rich text, images, GIFs, videos, and interactive elements, without requiring technical expertise. The pages should allow for custom brand colors to be applied to a variety of elements. Additionally, the system must support content scheduling, enabling Lottery staff to preschedule promotions, announcements, alerts, and other time-sensitive content to automatically publish and expire based on predefined dates and times. This functionality will ensure timely updates, reduce manual effort, and maintain an engaging and dynamic user experience.

The website must include dedicated game pages for each scratch and lotto game to provide essential information to players. These pages should display details such as game descriptions, odds, prize structures, ticket cost, instructions on how to play, and ability to incorporate a variety of multi-media. Each game page must dynamically update with relevant information, including start and end dates, and automatically remove scratch games one year after their end date. Lotto game pages must display current jackpot and winning numbers information.

In addition to individual game pages, the website must include game landing pages that act as centralized hubs for showcasing all active scratch and lotto games. These landing pages should feature

an organized, visually appealing layout that allows players to easily browse and filter games by category, price, or other criteria. Each game listing should include key details such as the game name, ticket price, and top prizes, with clear links directing users to the corresponding individual game pages for more information. Scratch games should order by the most recent launch date but have the flexibility to feature specific games or adjust the order beyond the launch date if needed. The landing pages should dynamically update as new games are launched and old games are retired, ensuring up-to-date and accurate information.

5.6.7. Flexible Content

The website must include a Flexible Content feature that can be easily added, rearranged, scheduled and customized on all pages throughout the site. These areas should allow Lottery staff to create and manage content blocks that support a variety of media types, such as rich text, images, GIFs, videos (both YouTube and Vimeo), and interactive elements without requiring technical expertise. The content blocks should have the ability to be added to multiple pages and easily integrate content from the blog. Flexible Content block feature should be fully customizable to match the branding and design of the website, adaptable to different page layouts and templates, and responsive across all devices and browsers. To enhance user engagement, flexible content (including the blog) should have the capability to curate and recommend content based on user interests throughout the site based on player behavior or interests. The functionality should include a user-friendly interface, such as drag-and-drop tools, for arranging and editing content, and allow for scheduling or dynamic display of content based on specific criteria like location, time, and or user behavior.

5.6.8. Social Sharing

Responders must describe their approach to enabling social sharing features within the website. At a minimum, the solution should allow users to easily share Lottery content to their connected social media accounts. Shareable content may include winning experiences, beneficiary stories, advertising campaigns, and other content managed by the Lottery.

5.7. Additional Required Responses (Not Scored)

The Lottery is requesting you respond to sections 5.7.1. and 5.7.2., below. While no points will be allocated specifically to these responses, your responses may inform the Lottery's scoring of other portions of your proposal.

5.7.1. Offered Options

The Lottery is interested in any optional features or enhancements that could be included in the website, in addition to the required features and any free features. Optional features might include advanced functionality, premium integrations, or innovative tools that enhance the website's value or user experience. Please describe these options in detail, including their purpose, benefits, and how they would integrate with the Lottery website. Do not include any pricing information in your response.

5.7.2. Additional Free Features

If your website solution includes additional features already developed and available at no additional cost to the Lottery, please describe them here. These may include features that enhance usability, improve accessibility, or provide functionality beyond the core requirements outlined in Section 4.5. Examples might include advanced analytics dashboards, additional design templates, enhanced search capabilities, or integration with emerging technologies. Clearly explain how these features align with the Lottery's goals and how they would benefit both the Lottery and its users.

6 COST PROPOSAL

The Responder's price proposal must contain all the information required in this section. Certified Targeted Group Businesses should indicate their status as part of the Price Proposal.

6.1. Base Price

This section is required and will be scored. The Responder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Request for Proposal. Please provide the following four amounts (one lump sum, two monthly fees, and one hourly fee as described below):

[BASE PRICE] [NEW DESIGN AND DEVELOPMENT PROJECT COST] [HOSTING MAINTENANCE SUPPORT MONTHLY FEE] [CONVERSION MAINTENANCE SUPPORT MONTHLY FEE] [POST LAUNCH DEVELOPMENT HOURLY FEE] * * Not scored

6.1.1 Contract Execution – Go Live: New Website Design and Development Project Costs The one-time project fee must include all design, development, pre-launch tasks, and integrations. This total will be paid in four equal installments based on the milestone schedule below. Each milestone payment will be contingent on mutual approval of the associated deliverables.

	Milestones	Associated Deliverables
1	Contract execution and commencement of services	Project kickoff, discovery planning, initial timeline and documentation
2	Approval of final designs and development kickoff	Final site architecture, UX/UI design sign-off, CMS setup
3	Completion of development, integrations and testing	Fully developed site, completed QA and integration testing
4	Go Live of website (target: May 27, 2026)	Launch, operational support, final training, and documentation
	Total One-Time Development Project Costs	Must reflect the full total cost of all design, development, and implementation deliverables in section 6.1.1.

(intentionally blank)

6.1.2 Hosting, Maintenance, and Support Costs

Responders must provide monthly pricing for website hosting (including production and non-production environments), maintenance, and support from Go Live through the contract term. Pricing must include infrastructure, system administration, CMS updates, technical support, monitoring, and security patching. In May 2027, hosting and infrastructure will transition to the Central Gaming System (CGS) provider; after that, the selected vendor will continue front-end maintenance and support.

	Period	Services	Payment Frequency	Required Cost Detail
1	Go Live (May 27, 2026) – May 2027	Hosting, Maintenance, Support	Monthly	Monthly cost and cost for total period.
2	May 2027 – End of Contract Term	Conversion (May 2027), Maintenance, Support	Monthly	Monthly cost and cost for total period.
	Total Cost	Must reflect the full total cost of all periods in section 6.1.2		

6.2. Post-Launch Development

This section is required but will not be scored. For any new technical development post-launch that is not included in the Base Price, as defined by the Contract and the Contractor's proposal. See Attachment C.

6.3. Offered Options

Provide a price for any Options described in Section 5.7.1.