

## Request for Qualifications

RFQ #: 25-08

Title : Sports Wagering Service Provider(s) for Rhode Island Lottery

**Name of Buyer** : **Rhode Island Lottery**

**Location of Buyer** : **1425 Pontiac Avenue Cranston, Rhode Island 02920**

**Name of Contact Person** : **Mark A. Furcolo**

**Title of Contact Person** : **Director**

Submission Deadline : Thursday, February 19, 2026, 12:00 p.m. Eastern Time

Pre-bid Proposal Conference : No

Potential Bidders may ask questions and seek clarification, in accordance with the directions provided in this Request for Qualifications ("RFQ"), regarding this proposal before submitting their response proposal. For the purposes of this document, the term "Bidder" refers to any individual, firm, corporation, or other entity submitting a proposal in response to this solicitation.

Questions concerning this solicitation must be sent to and received by the Rhode Island Lottery, to the attention of Terri Kiernan at [tkiernan@rilot.ri.gov](mailto:tkiernan@rilot.ri.gov) no later than Friday, January 2, 2026. Questions should be submitted in a *Microsoft Word* attachment. Please reference the RFQ# 25-08 on all correspondence. Answers to any questions received will be emailed by Friday, January 23, 2026. Responses to questions will be posted on the Rhode Island State Purchasing Website at: <https://purchasing.ri.gov/bidding/ExternalBidSearch.aspx> on Friday, January 23, 2026. Once on the purchasing website, select the fields as shown below:

External Solicitation Search

Solicitation Group:

☐ Select All External Solicitation Groups

Solicitation Entities:

☐ Select All Solicitation Statuses

Solicitation Number:

Solicitation Status:

**NO OTHER CONTACT WITH STATE PARTIES IN CONNECTION WITH THIS SOLICITATION IS PERMITTED. ANY UNAUTHORIZED CONTACT WITH STATE PARTIES MAY BE GROUNDS FOR THE DISQUALIFICATION OF THE BIDDER.**

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## **Section 1. INTRODUCTION**

### **A. Rhode Island Lottery & Sports Wagering Overview**

The Rhode Island Constitution, pursuant to Article VI, Section 15, requires that the State through the Rhode Island Lottery (“Lottery”) must operate all lotteries, which includes all casino gambling in the State. Sports wagering is a type of Class III casino gambling. Further, Article VI, Section 22 of the Rhode Island Constitution prohibits any act expanding the type or location of gambling permitted in the State or within its municipalities unless approved by the voters in both a statewide and local referendum.

In 2018, the Rhode Island General Assembly empowered the Lottery with operational and regulatory oversight and control over all aspects of sports wagering operations in the State. Retail sports wagering operations (“Retail sports wagering”) are restricted to the physical confines of the State’s two (2) Licensed Class III Gaming Retailers: Bally’s Twin River Lincoln Casino Resort located at 100 Twin River Road, Lincoln, R.I. (“Lincoln Gaming Facility”) and Bally’s Tiverton Casino and Hotel located at 777 Tiverton Casino Boulevard, Tiverton, R.I. (“Tiverton Gaming Facility”).

In 2019, the Rhode Island General Assembly further empowered the Lottery to operate and regulate online sports wagering (“Online sports wagering”), which is currently offered within the State through a Lottery-operated system that permits sports wagering over the internet and via mobile applications using computers and approved mobile devices. All servers initiating and receiving sports wagers must be physically located within the confines of the two Licensed Class III Gaming Retailers - the Lincoln Gaming Facility and/or the Tiverton Gaming Facility (collectively, “Host Facilities”). The precise scope of permissible sports wagering options has been established through legislation and regulations as well as federal law. Bidders are encouraged to review the Rhode Island Constitutional and entire statutory and regulatory framework for sports wagering in Rhode Island. By responding to this RFQ, all Bidders acknowledge that they will abide by all federal and state statutory and regulatory requirements and limitations in connection with this Proposal. The Rhode Island Constitution can be found on the Rhode Island General Assembly website at: <https://www.rilegislature.gov/riconstitution/pages/default.aspx>. The state legislation can be found at on the Rhode Island General Assembly website at: <https://webserver.rilegislature.gov/Statutes/TITLE42/42-61.2/INDEX.htm>. The Rhode Island Lottery Rules and Regulations can be found on the Lottery’s website at: <https://www.rilot.com/en-us/about-us/lottery-rules.html>, with provisions applicable to casino gaming primarily located in Chapter 20.

Currently, the Lottery is contracted with IGT, a Nevada corporation, to provide equipment, technology, services and/or products related to both Retail sports wagering and Online sports wagering through November 25, 2028, with the option to renew for an additional five-year term. Commencing on November 26, 2026, the Lottery, in its sole discretion, may elect to engage a new entity for Retail sports wagering and may elect to engage an additional entity for Online sports wagering.

To the extent that this document uses the term “operate” as it relates to Retail sports wagering or Online sports wagering, it is explicitly understood such products are in fact operated by the State (through the Lottery) as required by the Rhode Island Constitution and that the State, as operator of Retail sports wagering and Online sports wagering, has full control over all aspects of their functioning with the power and authority to make all decisions related thereto. Therefore, the use of the term “operate” herein is not intended to imply that any entity other than the State (through the Lottery) operates the lotteries as provided in Article VI, Section 15 of the Rhode Island Constitution.

### **B. Executive Summary**

The Lottery is soliciting proposals from qualified Bidders who can provide complete sports wagering solutions (“Service Provider”), for Retail and/or Online channels, acting on behalf of and under the direction of the Lottery. Bidders may elect to submit a proposal for both Retail and Online sports wagering, Retail sports wagering only, or

for Online sports wagering only. The Lottery reserves the right to issue a separate award for each component, if so determined. More specifically, the Lottery may choose to award one (1) new Service Provider for Retail sports wagering and one (1) additional Service Provider for Online sports wagering, which may be the same as the selected Service Provider for Retail sports wagering. The objectives of this RFQ are to find a Service Provider(s) that will provide competitive sports wagering products and services, in a sustainable and responsible way, with the highest quality and integrity standards in all aspects of its internal operations, while utilizing the latest technologies that will enable the Service Provider to readily adapt to regulatory, legal, and market changes. The Service Provider's past and current business practices must demonstrate its ability and commitment to perform to these high standards while supporting the Lottery as the operator of all sports wagering in the State. To allow for a complete and thorough evaluation, the Lottery may initiate investigations into the background of each Bidder.

Bidders must propose full-service sports wagering solutions for the respective Retail and/or Online channels, as applicable, being proposed. The Lottery considers full service to include hardware, software, data networks, and fully integrated sports book services, including market creation, market and event management, risk management, player acquisition and customer relationship management ("CRM"), player account management ("PAM"), responsible gambling program and integrity monitoring. Bidders may also include additional value-added services that are not specifically identified in this document. Bidders should note that any potential award to support the Lottery with its Online sports wagering operations shall not be exclusive, and the Lottery reserves the right, at its discretion, to engage additional providers to support the Lottery's operation of Online sports wagering at any time during the term of any resulting contract(s) under this Proposal.

The initial resulting contract term shall be for a period of five (5) years and may be extended by mutual consent for one (1) successive five-year (5-year) term.

The awarding of any contract(s) pursuant to this RFQ is made subject to the express condition that sports wagering remains authorized in Rhode Island; and that, absent such authorization, any contract(s) awarded pursuant to this RFQ shall not become effective or may become void.

## Section 2. SCHEDULE & INSTRUCTIONS

### A. Schedule

1. Event Dates: The Lottery reserves the right to change the dates listed below. If changes are made, new dates will be posted via an addendum on the Rhode Island State Purchasing Website.
  - a. RFQ Release: Tuesday, December 2, 2025
  - b. Written Questions Due: Friday, January 2, 2026
  - c. Responses to Questions Due: Friday, January 23, 2026
  - d. Proposals Due: Thursday, February 19, 2026, 12:00 p.m. Eastern Time
  - e. Proposal Opening: Thursday, February 19, 2026, 2:00 p.m. Eastern Time
2. Deadline: The Bidder's Proposal must be received by the Lottery no later than 12:00 p.m., Eastern Time, on Thursday, February 19, 2026. Any Proposals received after 12:00 p.m. Eastern Time on Thursday, February 19, 2026, will not be accepted. Proposals misdirected to other State locations or those not presented to the Lottery by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed or emailed to the Lottery shall not be accepted. The official time clock is in the Lottery Director's Office within Lottery's headquarters located at 1425 Pontiac Avenue, Cranston, Rhode Island 02920.

### B. Questions Regarding the RFQ

Questions concerning this solicitation must be emailed to the Lottery to the attention of Terri Kiernan at [tkiernan@rilot.ri.gov](mailto:tkiernan@rilot.ri.gov) no later than the date and time indicated in the Schedule herein. **No other contact with State parties in connection with this solicitation is permitted.** Please reference **RFQ # 25-08** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables.

### C. Restrictions

1. Contact with any Lottery personnel or officials elected or appointed in the State of Rhode Island in an effort to influence the awarding of this bid shall be grounds for rejection of Bidder.
2. During the period from the RFQ release until the signing of the contract(s), Bidders are prohibited from officially or unofficially making any employment offer or proposing any business arrangement whatsoever to any Lottery employee. A Bidder making such an offer or proposition may be disqualified from further consideration, or a contract signed pursuant to this RFQ may be terminated.
3. For the duration of this RFQ process, Bidders, their employees, and any representative, designee, or agent of the Bidder shall refrain from providing gifts of any value, meals, entertainment, or paying for any other expenses for Lottery officers, employees, agents, or representatives.
4. Any Bidders causing or attempting to cause a violation or circumvention of these ethical standards may, in the sole discretion of the Lottery, be disqualified from further consideration.

### D. Delivery Channels

The Bidder's response shall include a clearly-stated purpose for the bid using Addendum A "Bidder's Intention Form" as further described in Subsection J of Section 8.

If a Bidder submits a proposal for Retail sports wagering, the proposal will be evaluated against all other firms submitting for Retail.

If a Bidder submits a proposal for Online sports wagering, the proposal will be evaluated against all other firms submitting for Online.

If a Bidder submits a proposal for both Retail sports wagering and Online sports wagering – each channel will be evaluated independently. To be clear - the Retail channel will be evaluated against all the other firms that submitted for Retail, and the Online channel will be evaluated against all the other firms that submitted for Online.

#### **E. Proposal Contents & Format**

1. Content. In addition to the required documentation outlined in Sections 2(D), 2(F), and 9(C), proposals shall include detailed and clearly organized responses to the four sections outlined below, including attachments as necessary:

- Firm Background and Capabilities (Section 3 of the RFQ)
- Scope of Work – Functionality and Features (Section 4 of the RFQ)
- Scope of Work – Technical Requirements (Section 5 of the RFQ)
- Accounting System and Auditing Requirements (Section 6 of the RFQ)

Proposals shall include the following:

- One (1) Original Electronic copy on a USB labeled “Response – Online Only” or “Response – Retail Only” or “Response – Retail & Online”
  - One (1) Printed Paper Copy, labeled “Response – Online Only” or “Response – Retail Only” or “Response – Retail & Online” and signed by the Bidder’s authorized representative. Submissions must bear an authorized signature. Responses which do not bear the required signature may be deemed to be non-responsive to this RFQ.
  - One (1) Electronic Copy clearly marked as a redaction version on a USB, labeled “Redacted Response – Online Only” or “Redacted Response – Retail Only” or “Redacted Response – Retail & Online” with a privilege log providing a brief explanation as to why each portion of information marked as confidential or privileged should be withheld from public disclosure as further specified in Section 2(F)(6) below.
2. Format of Electronic Copy/USBs. USBs submitted must be labeled with:
    - a. Bidder’s name
    - b. RFQ #
    - c. RFQ Title
    - d. Proposal type (e.g., Response or Redacted Response and “Retail & Online” or “Retail Only or “Online Only”)
    - e. If file sizes require more than one (1) USB, multiple USBs are acceptable.

Each USB must include the above labeling and additional labeling of how many USBs should be accounted for (e.g., three [3] USBs are submitted for a Proposal and each USB should have additional label of ‘1 of 3’ on first USB, ‘2 of 3’ on second USB and ‘3 of 3’ on third USB.)

Bidders are responsible for testing their USB before submission as the Lottery’s inability to open or read a USB may be grounds for rejection of a Bidder’s Proposal. All files should be readable and readily accessible

on the USB with no instructions to download files from any external resource(s). If a file is partial, corrupt, or unreadable, the Lottery may consider it “non-responsive”. Please note that USBs submitted shall not be returned.

3. Format of Written Documents and Printed Copies.

- The Proposal shall be typed. All pages on the Proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Bidder’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the Proposal and the attachment title should reference the Proposal section it is applicable to.
- Proposals must be submitted in an envelope, clearly marked “Sealed Proposal” and addressed to:  
Mark A. Furcolo, Director  
Rhode Island Lottery  
1425 Pontiac Avenue  
Cranston, RI 02920  
*Sealed Proposal – RFQ # 25-08*

**F. Instructions**

1. Bidders are advised to review all sections of this RFQ carefully and to follow instructions completely, as failure to make a complete submission as described herein may result in rejection of the proposal.
2. Responses will be evaluated on the merits of the proposal. The Lottery intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFQ.
3. It is intended that an award(s) pursuant to this RFQ will be made to a Service Provider(s) who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the Bidder’s proposal and the subcontractor(s) to be used is/are identified in the Bidder’s proposal. Any subcontractors identified in the proposal shall be subject to the same preliminary examinations and background investigations conducted with respect to the Bidders, according to the standards as detailed herein. Further, all subcontractors are subject to Lottery approval and any applicable licensing through the Department of Business Regulation.
4. The laws of the State of Rhode Island shall govern any contract(s) resulting from this RFQ.
5. All proposals shall be submitted in English.
6. Bidders are advised that all materials submitted to the Lottery for consideration in response to this RFQ, including questions related thereto, may be considered public records as defined in R.I. Gen. Laws § 38-2-1, *et seq.* (“Access to Public Records Act”) and may be released for inspection upon request. In the event that a Bidder desires to claim that portions of its submitted information are exempt from public disclosure, it is incumbent upon the Bidder to identify such information with specificity as “confidential” on the applicable document itself. A confidential designation for these purposes should only be applied to information which is deemed exempt from public disclosure pursuant the Access to Public Records Act or other applicable federal or state law or regulation. Any information submitted in response to this RFQ that Bidders believe is exempt from disclosure under the Access to Public Records Act, such as trade secrets or commercial or financial information that is of a privileged or confidential nature, should be clearly marked as such. Bidders must include a privilege log and provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure, providing the particular exemption(s) from disclosure upon which the claim is made.

Notwithstanding that a Bidder has identified a document or information, or any portion thereof, as confidential or proprietary or otherwise not public under the Access to Public Records Act, upon receipt of an Access to Public Records Act request, it is the Lottery that makes the decision as to whether or not the document or information is not public under the Access to Public Records Act. Bidders are advised that the Lottery may release records marked "confidential" by a Bidder upon a public records request if the Lottery determines the marked information does not fall within a category of applicable exemption to the Access to Public Records Act. Failure to mark records and provide a privilege log with accompanying explanation(s) may result in the release of document(s) without review by the Lottery. The Lottery's decision to exempt a record from public disclosure is subject to judicial review. All decisions by the Lottery with regard to public records requests will be made in accordance with Rhode Island laws. If the public interest requires disclosure, a record will not be exempt from disclosure. Bidders are advised that upon submission of document(s) marked as "confidential", the Bidder must also provide a redacted copy of the same document(s) which are suitable for public disclosure. Failure to provide a redacted copy, or submission of documents which are so excessively redacted as to thwart public disclosure requirements, may result in the Bidder's proposal being deemed non-responsive to this RFQ.

7. In accordance with R.I. Gen. Laws § 7-1.2-1401, no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). If selected as a Service Provider, Bidders will be required in accordance with applicable law to provide a copy of the Certificate of Status/Good Standing with the Rhode Island Secretary of State, and must remain a member in good standing during the duration of the resulting contract. For further information, contact the Secretary of State at (401-222-3040). Bidders agree to abide by this condition if selected as a Service Provider.
8. ISBE Attestation. In accordance with R.I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1, it is the policy of the State to support the fullest possible participation of vendors owned and controlled by minorities (MBEs) and women (WBEs), and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a DisBE) (collectively, MBEs, WBEs and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 220-RICR-80-10-2, "Regulations Governing Participation by Small Business Enterprises in State Purchase of Goods and Services and in Public Works Projects". As a condition of contract award, vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the attached form entitled "MBE, WBE and/or DisBE Enterprise Participation Plan" which is included as Addendum B, which shall be submitted in a separate file as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Division of Equity, Diversity, and Inclusion or vendors certified as DisBEs by the Governor's Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <https://dedi.ri.gov/division-units/minority-business-enterprise-compliance-office> or by contacting the Minority Business Enterprise Compliance Office (MBECO) at 401-574-8606 or via email at [mbe.compliance@doa.ri.gov](mailto:mbe.compliance@doa.ri.gov).
9. Vendor Attestation. In accordance with R.I. Gen. Laws § 37-2-13.1, Bidders must complete and submit the Supplemental Bidder Attestation form, attached hereto as Addendum C.
10. Division of Purchases' Vendor Certification Form. Bidders must complete and submit the Vendor Certification Form attached hereto as Addendum D.

11. Payment and Performance Bond. Bidders must submit with their bid proposals a letter from a surety licensed to conduct business in Rhode Island representing that the surety will issue the Bidder a payment and performance bond in the amount of \$2,000,000 (two million dollars) in the event the Bidder is selected as the Service Provider. The bond shall be maintained in full force for the term of the Contract.
12. Acceptance of RFQ Terms, Rules & Regulations, and State Laws. A proposal submitted in response to this RFQ will be considered a binding offer. By submitting a proposal, each Bidder covenants and agrees that it fully understands and will abide by:
  - A. The terms and conditions of this RFQ,
  - B. The Rules and Regulations of the Rhode Island Lottery, and
  - C. The constitutional and statutory requirements of the State of Rhode Island, including but not limited to the following, which may be amended from time to time:
    - a. R.I. Gen. Laws § 42-61.2-2.4. State to conduct sports wagering hosted by Twin River and the Tiverton gaming facility.

Takeaways:

- *The state, through the division of lotteries, shall implement, operate, conduct, and control sports wagering.*
- *The Host Facilities collect all sports-wagering revenue in trust for the state and will hold the bank account.*
- *Player data shall be the exclusive property of the Division.*

- b. R.I. Gen. Laws § 42-61.2-5. Allocation of sports-wagering and online sports-wagering revenue.

Takeaway: *the sports wagering vendor is allocated 32% of sports wagering revenue.*

- c. R.I. Gen. Laws § 42-61.2-1 Definitions.

Takeaways:

- *Online sports wagering requires primary and backup servers to be located at the Host Facilities (also referenced in R.I. Gen. Laws § 42-61.2-16).*
- *Sports wagering revenue excludes free play/bonus money.*

- D. By submitting a proposal, each Bidder agrees that it will not make claims for or have any rights to cancel or withdraw its proposal or ask for other relief due to any misunderstanding or lack of information. The signature of the Bidder or an officer of the Bidder legally authorized to execute contractual obligations will indicate written acknowledgement of this condition as part of the Bidder's submission.
- E. By submitting a proposal, each Bidder affirms that the Bidder, either directly or through an affiliate: (1) as of the date of its submission is not engaged in any conduct, (2) after the date of its submission through the date the Lottery makes a final award decision (or through the date Bidder's proposal is withdrawn in accordance with the terms herein) will not engage in any conduct and (3) continuing on an ongoing basis if selected as a Service Provider will not engage in any conduct, that is unauthorized and/or unlicensed by the Rhode Island Lottery or is otherwise unlawful under any applicable laws in the State of Rhode Island, including, but not limited to,

offering daily fantasy sports and/or prediction market sports-related event contracts in Rhode Island. The signature of the Bidder or an officer of the Bidder legally authorized to execute contractual obligations will indicate written acknowledgement of this condition as part of the Bidder's submission.

### **Section 3. FIRM BACKGROUND AND CAPABILITIES (25 points)**

#### **A. General Firm Information**

Provide a brief description of Bidder's firm, and provide the following information:

1. Name of the principal(s)/officers/directors (as applicable) of the firm.
2. Name, telephone number and email address of a representative of the firm authorized to discuss the Proposal.
3. Address of all offices of the firm.
4. Number of employees employed by the firm.
5. Date of establishment of the firm, and whether it is a public or private enterprise.
6. Audited financial statements for previous three (3) years.
7. Summary description of resources to demonstrate financial capability to be a Service Provider and perform the services set forth herein.
8. List of both current and past gaming operators, regulators and vendors with whom the firm has conducted business.
9. A table of organization for the firm listing all owners of greater than 5% of the firm, partners, directors and officers, and parent and subsidiary companies.

#### **B. Economic Development**

1. Describe how the Bidder's firm will be invested in, and contribute to, economic development in the State of Rhode Island. Address topics such as: quantity and types of jobs that will be created in the State, whether the Bidder will move any aspect of their company's operations into the State beyond what is essential to conduct the services required in a potential contract resulting from this RFQ, whether the Bidder anticipates leasing or purchasing space within the State, and any other information that will demonstrate Bidder's commitment to the State.

#### **C. Experience and Resources**

1. Describe the firm and its capabilities by providing a brief written statement that explains why the Bidder best meets the objectives of the Lottery and this invitation to bid. In particular, describe the capacity and qualifications to perform the services requested under this RFQ and comply with its technical requirements.
2. Indicate which principals and associates from the firm would be involved in providing the required services. Provide appropriate background information for each such person and identify each person's responsibilities. For each individual, please provide the following:
  - a. Name and job title
  - b. Summary biography detailing experience in the sports wagering industry
  - c. A description of their principal project responsibilities
3. Bidders must be operating currently in at least one (1) US jurisdiction. Provide a detailed list of references for each jurisdiction (state and/or tribal) in which Bidder operates in the US, including a contact name and telephone number for organizations or businesses for whom the firm has performed similar work in the past three (3) years. Such references should include, for each client, the following:
  - a. Name of client

- b. Named client contact for reference purposes, plus contact details (email address and telephone number)
  - c. Date of first supply of services provided by Bidder
  - d. Type of service(s) provided in each jurisdiction
4. Provide a listing of all jurisdictions where the Bidder and parent company have been licensed and are currently licensed, or otherwise authorized to conduct sports wagering operations or other gaming operations, including the date of licensure or authorization, whether the license or authorization is still valid, and whether the Bidder currently has a sports wagering system operating in the jurisdiction. For each jurisdiction, provide the approximate market share as a percentage of handle as of October 31, 2025.
  5. Provide a description of any disciplinary actions taken by any regulatory body against the Bidder, and/or its parent company, and/or their officers, directors, partners or owners, employees, agents, or any subcontractors to be utilized for this engagement.
    - a. To allow for a complete evaluation of the integrity, background and character of potential suppliers, each Bidder shall provide the following:
      1. For the past five (5) years, the details of any conviction, judgment, administrative proceedings or investigations against the Bidder and/or its parent company, and/or their officers, directors, partners or owners, and/or any subcontractors to be utilized for this engagement.
      2. A disclosure of the details of any claim or litigation during the past three (3) years that is completed, in progress, or pending involving the Bidder and/or its parent company, and/or their officers, directors, partners or owners, and/or any subcontractors to be utilized for this engagement.
      3. A disclosure of the details of any bankruptcy, insolvency, or reorganization involving the Bidder, or any pending litigation against the Bidder involving fraud or deceit.
      4. The identity of any person who will receive a commission or other value from the Bidder or its parent company, if the Bidder is selected to be a Service Provider.
    - b. Each Bidder shall state whether or not any of the following have occurred:
      1. During the last two (2) years, the Bidder, or any of its subcontractor(s) for this proposal, if any, was assessed any penalties under statute, regulation, or any of its existing or past contracts. If yes, indicate the jurisdiction, the reason for the penalty, and the penalty amount of each incident.
      2. During the last two (2) years, the Bidder, or any of its subcontractor(s), if any, has had to delay, cancel, nullify or terminate any of its existing or past contracts or has had a contract delayed, cancelled, nullified or terminated. If yes, indicate the jurisdiction and provide the reason for the delay, cancellation, nullification, or termination and a brief description of the underlying facts.
      3. During the last two (2) years, the Bidder, subsidiary, intermediary company, parent company, holding company, or any of Bidder's subcontractor(s) to be utilized for this engagement was the subject of any order, judgment, or decree of any state or federal authority barring, suspending, or otherwise limiting the right of the Bidder to engage in any business, practice,

or activity. If yes, indicate the jurisdiction and provide a brief description of the underlying facts.

Failure to disclose such matters with the proposal may result in rejection of the proposal or in termination of a resulting contract.

Responses to Sections 3(C)(5)(a) and 3(C)(5)(b) above are subject to a continuing disclosure requirement; any such matter commencing after submission of a proposal and, with respect to a Service Provider or a Service Provider's subcontractor must be disclosed to the Lottery within ten (10) days of occurring in a written statement to the Lottery Director.

6. Identify any conflict of interest that exists or may arise as a result of business activities or ventures by Bidder and its parent company, and their officers, directors, partners, owners, employees, agents, or any subcontractors to be utilized for this engagement. Describe how Bidder will handle actual and/or potential conflicts of interest. Confirm that Bidder does not have any conflict of interest that would arise if the Bidder is awarded a contract under this RFQ.

#### **Section 4. SCOPE OF WORK – FUNCTIONALITY AND FEATURES (25 points)**

It is a fundamental requirement that the sports wagering platform developed by a Service Provider perform with complete reliability, security, integrity, and in strict compliance with State of Rhode Island constitutional, statutory, and regulatory requirements, ensuring that all patrons can place their bets, have continuing access to wagering options, and securely collect their winnings in accordance with the prescribed rules and regulations. Bidders must provide a full-service offering and be responsible for all associated costs (other than those costs assigned to the Host Facilities or otherwise specified herein) to include all operational sports wagering capabilities, including, at a minimum, the key features highlighted in this section. Bidders are instructed to provide a detailed response, referencing each section and subsection, describing how the Bidder will meet the requirements detailed below. Each section applies to both Retail sports wagering and Online sports wagering, unless labeled as “Retail Specific” or “Online Specific.”

*Excluding attachments, the response to this Section shall be limited to 35 pages.*

##### **A. House Rules - Submit as an attachment.**

Bidders shall provide a current version of their standard House Rules. If a Bidder is submitting for both Retail and Online, and each channel has a specific version of House Rules, the Bidder shall provide a current version of both documents. Service Providers will be required to modify House Rules as required by the Lottery and to comply with federal and state statutory and regulatory requirements and limitations. Further, the Lottery must approve any and all changes to House Rules applicable in Rhode Island.

##### **B. Event Creation & Coverage**

A Service Provider will be responsible for creating all the events, and for maintaining compliance with the Lottery’s approved list of Wagering Markets & Types of Wagers, attached hereto as Exhibit 1 as may be amended from time to time.

Bidders are instructed to provide documentation of the average monthly volume of events, per US state/jurisdiction, for the 24-month period ending October 31, 2025, for at least (3) other sports-wagering US states/jurisdictions the Bidder is currently servicing.

##### **C. Market Creation and Odds Compilation**

Bidders are asked to provide documentation detailing the Market Creation process. For each event created, the Service Provider will be responsible for providing the odds for that event, and all event-associated markets.

If the Bidder is utilizing, or planning to utilize, third-party sources for odds, these entities must all be identified, together with summary integration details including, but not limited to the following:

- a. Data formats used
- b. Feed type and any back-up systems
- c. Integration protocols and security
- d. Fraud detection and prevention protocols

##### **D. Range of Bet Types**

Bidders are instructed to provide details of its ability to offer fixed-odds bet types to players, which should include, but not be limited to, straight bets, parlay bets, and same-game parlays.

Bidders must clearly specify any limits on, or additions to, the aforementioned bet types. For example, such limits may include number of selections that can be chosen by the player within a parlay bet and/or same-game parlay.

Bidders are instructed to provide information on the range of bets the Bidder can make available to players for both pre-event and in-play wagering.

Bidders are also instructed to provide details of any proposed “cash-out” functionality offered to players, which is defined as the ability for the player to close out an existing bet, both pre-event and in-play, before the result or outcome is known. Bidders should include details of the range of bet types, sports, events and markets to which such proposed “cash-out” functionality may apply.

#### **E. Risk Management**

Bidders are asked to provide evidence of the effectiveness of their existing risk-management function, through the examination of the performance of the sportsbooks the Bidder manages, in other market(s). Responses to this subsection should:

1. Provide details, submitted as an attachment, of the gross gaming revenue for the 24-month period ending October 31, 2025. Bidders shall present accrual write (not including bonus money), accrual payout, amount held (gross gaming revenue), and hold percentage, by month, for at least three (3) distinct geographic markets.

*Submit as an attachment.*

2. Provide details of the Bidder’s trading and risk-management practices to detect unusual individual player or general wagering patterns.
3. Detail the process by which the monitoring, and management, of the overall risk level, or total/maximum liabilities dependent upon different outcomes of individual bets are managed.
4. Provide details on the Bidder’s ability and strategy for adjusting risk levels at the player, sport, event or individual market level, including adjustments for so-called “regional bias.”

#### **F. Bet Settlement**

Bidders are instructed to provide detailed evidence of the results and settlement process, including identifying any third parties utilized, with particular emphasis on the following:

1. Timings; i.e., the length of time it takes from official results being received to full and complete settlement of the event including Player Account update.
2. Evidence of how delayed results are handled.
3. Evidence of how settlement corrections and/or errors are handled.
4. Processes used to both identify and prevent “After the Off” wagering from taking place.
5. Market, Event, and Player account reconciliation.

#### **G. Online Specific: Player Registration and Know Your Customer (“KYC”)**

Bidders are instructed to provide a brief overview of the player registration and KYC processes and provide technical documentation and details demonstrating:

1. How player verification (including proof of age and identity) is achieved during the registration process itself and include full details of any third-party provider(s) involved in such process.
2. The process for verifying the integrity of the user’s account information and user’s device(s).
3. The notification process relating to potential risks, tampering, as well as fraudulent and/or suspicious activity in connection with a player.

4. The security of account registration process for channels and methods employed to prevent automated registration by “bots.”
5. List the third-party provider(s) the Bidder uses for KYC services.

#### **H. Player Account Management (“PAM”) & eWallet Integration**

Bidders are instructed to provide details regarding the Player Account Management software, including all relevant capabilities and integrations. Bidders are instructed to provide technical details demonstrating how role-based player account management is secured, limited and controlled.

Bidders are instructed to identify roles with access to Lottery customer data including the level of access by role and the capabilities of each role.

Bidders are instructed to provide details regarding eWallet capabilities, including, but not limited to, players’ ability to define funding sources, make deposits, withdrawals, use funds for placing bets, and the ability to receive funds from their winnings. Bidders are instructed to include detailed information on the process for disbursing winnings, including winnings associated with a W2-G. A Service Provider’s system must issue any required federal or state forms for such activity. Bidders are instructed to provide a detailed description of the process they will follow as it pertains to withholding required offsets. A Service Provider’s system must have the ability to import the State’s daily offset file and withhold any federal and state taxes as well as any applicable state offsets (e.g. child support debts) from those wins.

Retail-Specific: If responding in regard to Retail sports wagering, Bidders are instructed to provide a detailed description of e-wallet integration capabilities which would allow players to conduct e-wallet funds transfers (deposits and/or withdrawals) at the Retail locations.

Please Note: The Host Facilities are responsible for managing and handling the bank accounts used for both Online and Retail sports wagering, including performing the fraud prevention and security functions over such bank accounts. Costs associated with managing and handling the bank accounts are the responsibility of the Host Facilities. A Service Provider will be responsible for thirty-two percent (32%) of the payment service provider fees associated with the bank accounts used for Online sports wagering.

#### **I. Online Specific: Payment Service Providers & PCI Compliance**

Bidders shall provide a list of all payment service providers (“PSP”) utilized, identify whether each PSP would be employed for deposits, withdrawals, or both, confirm that each is certified as Payment Card Industry (“PCI”) compliant, and provide evidence of the certification. Bidders will be responsible for thirty-two percent (32%) of the payment service provider fees associated with the bank accounts used for Online sports wagering.

#### **J. Customer Relationship Management**

Customer Relationship Management (“CRM”) shall include all direct and indirect interfacing with the players, including Customer Services (“CS”).

The CRM system employed by the Bidder should enable the establishment of close relationships with players, via multiple channels, including, but not limited to, email and push notifications. Provide details on any third parties used for this purpose.

Bidders are instructed to provide operational details of their current CS systems and capabilities, together with an indication of current player volumes handled on behalf of other clients, average hold times, and service levels (calls answered in relation to calls received).

Bidders are instructed to provide details of the CS support which will be implemented in the State with specific reference to the following key operational elements:

1. 24/7 coverage to respond to player inquiries in real time via telephone and/or chat with experienced staff trained to resolve customer issues
2. Language(s) covered (both oral and written)
3. Communication channels employed, including (but not limited to) email, messenger, text, live chat and telephone

Bidders are instructed to provide details to ensure that CS can provide assistance with all player queries.

Bidders also are instructed to provide details of how the CS function shall handle all issues relating to Responsible Gambling (“RG”), including, but not limited to, player account blocking and other RG-related player-generated requests.

#### **K. Marketing & Promotions**

Advertising. All advertising and marketing plans must be approved by the Lottery. Bidders are instructed to provide their Marketing Code of Conduct, or similar documentation, to demonstrate their approach to responsible advertising. Such Code of Conduct should demonstrate an approach that ensures the following:

1. Advertising (content and placement) must not target those under the legal age of gambling/wagering (currently age eighteen (18) in Rhode Island for sports wagering)
2. Advertising must not target moderate and high-risk groups
3. Advertising gives a balanced message with regards to winning and losing, including not encouraging players to chase their losses or re-invest their winnings
4. Advertising does not suggest in any manner that gambling/wagering is a means of solving financial problems
5. Excluded players are not contacted/approached/targeted by marketing campaigns

*Submit Code of Conduct or similar document as an attachment.*

Bonuses and Incentives. All bonus and incentive promotional plans must be approved by the Lottery. The use of bonuses and incentives must not be misleading, unreasonable or promote unsafe gambling/wagering. Such bonus/incentives may include, but are not limited to, sign up bonuses, free bets (or related) bonuses, cash-back bonuses, profit boosts, odds boosts, and player loyalty programs/cards, etc.

1. Bidders are instructed to describe the bonuses and incentives features available on Bidder’s product.
2. PLEASE NOTE: Any bonuses and promotional funds awarded in outside jurisdictions may not be used in Rhode Island and any bonuses and promotional funds awarded in Rhode Island may not be used in other jurisdictions. Bidders are instructed to describe how the Bidder will comply with this requirement.

#### **L. Content Management**

To ensure that the sports wagering solution, whether Retail and/or Online, be fully comprehensive, Bidders are asked to provide details regarding their content management system (“CMS”), including, but not limited to:

1. Ability to promote at the sport, event and market level
2. Ability to actively manage site inventory, with links to promotional offers

3. Ability to provide such tools as odds banners, upcoming events, and special offers
4. Ability to report on content impact and player metrics
5. Ability to integrate with CRM for targeted player promotions
6. Any third parties used for these or similar functions

In addition, details of appropriate user-authorization routines, processes and procedures which ensure, and protect, site integrity and accuracy, must be provided.

#### **M. Fraudulent and/or Illegal Activity: Detection and Prevention**

Bidders shall provide details on how they comply with all fraud and anti-money laundering laws, and demonstrate effective training and programming that prevents fraudulent activity on the sports wagering platform. Bidders shall provide details, including any compliance program documentation and written policies, of how unusual and potentially fraudulent or illegal activity is detected, prevented, alerted, and investigated.

Bidders shall provide a list of any third parties that may be used for fraudulent & illegal detection and prevention.

A Service Provider will be responsible for all costs associated with the prevention of fraudulent activities, fraud enforcement, and remediation related thereto (that are not performed by the Host Facilities).

A Service Provider is required to perform the following activities relating to illegal wagering practices and sports wagering fraud:

1. Take every reasonable step to identify, assess and manage the risks
2. Conduct regular needs assessments to verify compliance with existing and new laws and regulations
3. Notify the Lottery of any suspected illegal or fraudulent activity, and provide a recommended action to address the activity
4. Comply with all federal requirements including, but not limited to, suspicious activity reporting and W2-G reporting, as well as following all applicable tax withholding and other reporting requirements
5. At regular intervals, verify that all appropriate parties identified by the Lottery are aware of and trained on their role in prevention
6. Establish definitive parameters and processes for combating illegal wagering and wagering fraud. Identify, define and report any conduct that constitutes a criminal offense in relation to illegal sports wagering, and wagering fraud.
7. Support investigations into potential offenses related to illegal wagering and wagering fraud.
8. Provide the Lottery, fraud investigators, and prosecutors with the necessary resources to perform their work effectively.

#### **N. Responsible Gambling**

Bidders are instructed to submit a detailed description of the Bidder's responsible gambling practices and controls, including, at a minimum, the following items:

1. *Responsible Gambling Mission Statement.* Include a copy of the Bidder's mission statement, established Code of Practice, and/or any other similar written procedures relating to responsible gambling.

2. *Underage Gambling.* Describe the measures taken to verify the age and identification of every player. Please indicate whether Bidder has had any regulatory sanctions imposed relating to age verification and/or underage gaming in any jurisdiction.
3. *Prevention of Gambling by Individuals on Existing or Future Exclusion Lists.* Describe how the Bidder's system adapts to requirements related to maintaining a current self-exclusion list and prevents wagering activity as needed.
4. *Training and Support.* Describe the training program for Bidder's staff relating to responsible gambling, particularly for those who directly interact with players. Service Providers are required to make timely and proper referral to treatment agencies, as appropriate, in accordance with the Lottery's Problem Gambling procedure.
5. *Player Protection Tools.* Include information on how players are enabled and encouraged to play responsibly with the Bidder's product, including the following:
  - a. *Reality Checks.* Describe the mechanisms the Bidder's product has to help players monitor their losses so that they can make conscious decisions as to whether to stop or continue gambling.
  - b. *Setting Limits.* Describe the functionality relating to players' ability to set and manage wager limits, deposit limits, time limits, etc.
  - c. *Self-exclusion.* Describe the functionality relating to players' ability to self-exclude, including, but not limited to, short-term and long-term periods.
  - d. *Identifying Problem Gambling Behavior.* Describe any reports that the Bidder's system may generate which would alert responsible gambling personnel to a potential problem gambling issue with a customer and any steps that the Bidder takes once such issues are identified.

A Service Provider shall be obligated to conform to all requirements of the Lottery's Responsible Gambling program, as may be amended from time to time in Lottery's sole discretion.

*Submit Mission Statement or similar document as an attachment.*

## **O. Reporting**

In addition to full compliance with Section 6, Bidders are instructed to provide the Lottery with a matrix identifying all management reports typically provided to a client within a 12-month period, ensuring all the following, for each report, are explained:

1. Report function
2. Report frequency
3. Data status (whether the data is audited or not)

In addition, Bidders shall provide samples of their most commonly-used management reports, which shall clearly show all key headings, categories and Key Performance Indicators ("KPI") typically generated within such reports provided for clients.

*Submit sample reports as an attachment.*

## **P. Online Specific: Geolocation Services**

Bidders are instructed to provide a detailed description of the geo-location/geo-fencing functionality required for Online sports wagering. This information must include:

1. Which geolocation system(s) will be utilized to reasonably detect the physical location of an authorized user attempting to place a wager on the platform.
2. Explanation of how system will accurately detect the physical location of an authorized user attempting to access or place a wager on the platform through accurate location data sources (Wi-Fi, GSM, GPS).

A Service Provider must ensure that all areas within the State of Rhode Island (including Block Island) be accurately geolocated to the satisfaction of the Lottery, installing the appropriate geolocation beacons as necessary. A Service Provider's system must:

1. Block or deny unauthorized attempts to access the platform, or place a wager, from outside of Rhode Island.
2. Update the IP address and physical location if they change while the user is active on the platform.
3. Identify attempts to circumvent the requirement to be physically located in Rhode Island.
4. Provide the Lottery with a geolocation real time "pin drop" related detail map application/functionality. The Lottery must be able to see and research geolocation-related issues, including where the player wagering devices are located by device type.

#### **Q. Conversion/System Implementation**

If required by the Lottery as part of a system implementation, or at any time during the contract term, a Service Provider must have the capability to export, convert, and import any data to and/or from another Service Provider the Lottery deems necessary. Bidders shall provide an acknowledgment that the Bidder will conform to this requirement.

#### **R. Retail-Specific: Equipment & Staffing Considerations**

If responding in regard to the Retail sports wagering, Bidders are instructed to detail the hardware and software used for odds boards, terminals, and kiosks, including the functionality of each. A Service Provider will be required to install and maintain at the Host Facilities monitors to serve as "odds boards" capable of displaying information on live and upcoming events, no less than ten (10) issuing terminals, and no less than thirty (30) self-service sports wagering terminals ("kiosks").

The Host Facilities will be responsible for the operational costs (including staffing) to accept and pay out wagers placed at the Retail sports books.

#### **S. Retail-Specific: Loyalty Reward Program Integration Capabilities**

If responding in regard to the Retail sports wagering, Bidders are instructed to provide technical details describing capabilities available for integration with the Host Facilities' loyalty/rewards programs.

## Section 5. SCOPE OF WORK – TECHNICAL REQUIREMENTS (25 points)

This section outlines the technical requirements the Lottery requires from any Service Provider. Bidders are asked to provide a detailed response, referencing each section and subsection, describing how the Bidder will meet the requirements detailed below, as applicable. If no response is requested, Bidders must affirmatively state that the Bidder shall abide by the requirements ascribed to a Service Provider. Each section applies to both Retail sports wagering and Online sports wagering, unless otherwise specifically indicated.

*Excluding attachments, the response to this Section shall be limited to 30 pages.*

### A. Certification of Applicable Hardware and Software by an Approved, Recognized Testing Laboratory

The software and hardware components of the sports wagering platform and peripherals must be certified by a recognized testing laboratory approved by the Lottery in a regulated market and includes, but is not limited to:

1. Core wagering software, including any middleware applications and services
2. Sports wagering Content Management System (“CMS”)/ Customer Relationship Management (“CRM”)/ Business Intelligence (“BI”) Database
3. Sports book management tools including but not limited to:
  - a. Risk manager
  - b. Market creator/manager
  - c. Settlement tool if different than the above
  - d. Sports feeds
4. Core wagering hardware (servers, middleware servers, routers, switches, etc.)
5. **Retail-Specific:** Retail sports wagering Over the Counter (“OTC”) tills (software and hardware components), if submitting a bid for Retail sports wagering.
6. **Retail-Specific:** Self-service (“kiosk”) wagering terminals (software and hardware components, including cash validators and payment card readers), if submitting a bid for Retail sports wagering.
7. **Online Specific:** Online sports wagering software (including any websites and applications created for mobile/digital devices) if submitting a bid for Online sports wagering.
8. **Online Specific:** Geo-location and Geo-fencing services, if submitting a bid for Online sports wagering.

Bidders are instructed to provide a detailed list of any critical components, to include which jurisdictions they are certified in, and by which certification/testing entity. If selected, a Service Provider must provide documentation of certification specific to Rhode Island jurisdictional requirements.

### B. Testing and Development Configuration

1. A Service Provider must utilize a test system for testing new software releases or new system components. The test system and production system must not co-exist on the same production network. Testing must not be conducted on the production system or its data unless at the approval of the Lottery.
2. A Service Provider must utilize, and pay for, a Lottery-approved third-party testing company who will provide the initial system acceptance and functionality testing and ultimately certify the system prior to going live. The Lottery will provide the third-party testing company any necessary initial testing requirements which must be met prior to the system going live. The system cannot go live until the Lottery issues an approval to do so based on the results of the testing.

### **C. Changes**

1. As used in this Section, a “Change” means any modification to a Component (as defined below), including environmental or application configuration, or maintenance to an existing service or a project to install a new or upgraded service. For the avoidance of doubt, Change does not apply to changes to development or staging systems which must be isolated from the live environments.
2. A Service Provider’s configuration management system and practices shall preclude unauthorized changes to the system. All changes to the system during the term of the contract must be presented to the Lottery in writing, detailing the nature of the change being requested. All changes must be approved by the Lottery prior to the changes being implemented.
3. Any change to a Service Provider’s system critical files must be first submitted to the Lottery’s approved third-party testing company for testing prior to the changes being implemented. Associated testing costs are sole responsibility of the Service Provider. Once the changes are approved by the third-party testing company, the changes can be implemented on the system with prior Lottery approval.
4. In accordance with the Lottery’s change control procedure, as may be amended from time to time, any changes (as defined above) to the environment of the sports wagering platform will follow the process outlined in a systematic way after assessing the key risks and following appropriate approvals. The successful Bidder will relay in advance a notice of any Changes being made to the hardware and software components (“Components”) of the sports wagering platform. The successful Bidder will review these Changes and submit release notes to the Lottery using the Lottery’s Change Control Form.
5. All Change requests must be developed, reviewed, tested and deployed into the preproduction environment and then into the production environment in a controlled structured approach. All Changes must be categorized based on the classification categories set for in the RI Lottery Sports Wagering change control procedure, as may be amended from time to time. These changes will require the approval of the Lottery using the Change Control Form, depending on the impact level assigned to the Change. For example, if a Change has a “no impact” or a “low impact” level assigned it just requires the Lottery to be notified in writing of the change with no prior approval required whereas for a risk level of “medium impact”, “high impact”, or “critical impact” the change request must be submitted in writing to the Rhode Island Lottery using the Lottery’s Change Control Form where approval must be received by the Rhode Island Lottery before a Change can be made. A Service Provider must submit necessary incident reports/equipment decommissioning forms to the Lottery if appropriate. All Changes to the sports wagering platform and/or any Component in the live environment will be carried out by authorized personnel only.
6. Changes made to back-end PAM user accounts such as the addition, removal, or disabling of user accounts, password changes, and role changes must follow the process outlined in sections 3 & 4 above.

### **D. Gaming configuration at the Primary and Back Up Sites**

1. It is the responsibility of a Service Provider to ensure the sports wagering platform and peripheral systems are resilient and highly available. The term “highly available” refers to a system or component that is continuously operational. The availability can be measured, i.e., 99.999%. Up time is a measure used to indicate the amount of time the sports wagering platform is both available and functional.
2. The gaming system must have fully redundant primary and backup sites. It is a requirement that the sports betting primary and backup sports wagering platform, associated CRM systems and data warehouses are hosted within the physical confines of the two (2) Host Facilities.

3. A Service Provider must work with the Host Facilities to ensure that the primary and secondary backup site systems, which must be hosted at the Host Facilities, are protected with an uninterrupted power supply (“UPS”) system, backup generator, cooling system, and fire protection in a biometric secured environment with limited access. Lottery shall not be responsible for any such associated costs.
4. The primary and backup systems must be of the same configuration and must be maintained at the same operating system and patch levels at all times.
5. The datacenter where the primary and backup systems are located must meet Payment Card Industry (“PCI”), Data Security Standard (“DSS”), and System Organizational Control (“SOC”) standards as specified by Lottery.
6. A Service Provider must perform system failover testing annually (at a minimum) and provide written results to the Lottery within sixty (60) days of such test.
7. A component failure in one primary site system must not cause a failure in the other system(s). In case of a failure of the primary system, the backup system must automatically assume the system load without loss or corruption of any data and transactions received prior to the time of the failure. The system must have operator-prompted failover as well as the ability to auto failover (recover from failures without operator intervention).
8. The systems must be secured against unauthorized remote connections. Any such capability, such as for remote monitoring, or diagnosis of equipment or software, must employ stringent security mechanisms. Connections to other remote systems and terminals must be protected by firewalls, encryption, and/or other means. Any routers must route traffic only to addresses defined in their routing tables as valid. The acceptability of any such security approach will be subject to Lottery approval.
9. A Service Provider must ensure that the system is operational and can process transactions 24/7. Bidders, in their proposal, must provide system design and network connectivity diagrams that include details of each component of the system and network. Each hardware and software item must be identified by manufacturer product name and model number as applicable.
10. It is the responsibility of a Service Provider to fully monitor, manage and maintain all hardware infrastructure including, but not limited, to LAN/WAN Network, IT Security devices, Intrusion detection and prevention devices, remote access monitoring and control, servers and storage at both the primary and failover datacenters. If a Service Provider desires to outsource these services, it must first obtain prior written approval of the Lottery.

#### **E. Backup Site Configuration**

1. A Service Provider shall mirror the backup site with a configuration that can take over for the primary site systems if necessary. The backup site must have the following configuration:
  - a. Data transferred to, and recorded at, the remote site shall always contain the most recent transactions, allowing a takeover.
  - b. The wagering network must be set up so that the backup site can be reached by data communications without the primary in place.
  - c. System administration functions must be available at the backup site, as well as being available remotely by communications from the primary site.
  - d. The backup systems must be of the same processing capacity and architecture as the central site systems.

2. A Service Provider must maintain a disaster recovery plan and test it annually. A copy of this plan and the results of the annual testing must be provided to the Lottery upon request.
3. A Service Provider shall demonstrate, on an annual basis, that the backup site is fully functional by operating from that site.

#### **F. IT Security**

1. A Service Provider must maintain up to date (unredacted) operation of the key features and functionality documents of the system which must be presented to the Lottery for review when requested. This documentation applies to the following areas:
  - a. Servers (including CMS, BI, database)
  - b. Network connectivity that detail system protection levels (firewalls, etc.)
  - c. High level system components for all the system components that interface with the system.
2. Bidders shall provide a list of any third parties utilized for security and network monitoring.
3. It is critical that every reasonable step be taken to protect the sports wagering infrastructure and systems. Bidders are instructed to provide documentation detailing the infrastructure and systems employed to detect, prevent and alert on intrusion attempts including but not limited to how unusual activity is detected, prevented and alerted.
4. A Service Provider's system must have at least one dedicated intrusion detection device ("IDS") located on the gaming network at the primary site and backup site. The IDS device must inspect all traffic on the gaming system network. Any exemptions from this requirement must be approved by the Lottery. The maintenance and service agreement(s) on the dedicated intrusion devices(s) must be maintained, and the device signatures must always be up to date.
5. A Service Provider's system interface must have a secure, easy to navigate interface for administering the system as well as user administration screen where the administrators can add, delete, lock, and unlock user accounts. All administrator changes to a user's account (add, delete, account locking, account unlocking, password changes) and by whom, and administrator user screen/report roll changes made to a user account, must be logged and available via system reports.
6. A Service Provider's system must provide access to the system via a web URL for the Lottery and managers of the system to access the system from their computers or other Lottery-approved devices.
7. A Service Provider's system must log, track, and provide end user reporting on all user interface and login type activity (successful & unsuccessful login attempts, etc.). This applies to all back-end PAM user account activity as well as player login activity. The reports that detail back-end PAM user reporting activity must be a separate report from player log-in activity. This report must also be able to be extracted into .csv format.
8. Reports must also exist that detail all administrative changes to back-end PAM user accounts (i.e., password changes, roles changes, addition and deletion of back-end PAM user accounts, etc.). This activity must also be able to be extracted into .csv format.
9. Firewall ports in which devices, and by which users, connect to the system must be controlled and/or restricted on a Service Provider's system network firewall(s).
10. A Service Provider's system must be protected from unauthorized remote users. System support and all remote system access must utilize a secure two-factor methodology, acceptable and approved by the Lottery, for identifying remote users attempting to connect to the sports wagering system. The

methodology utilized must be able to log remote access which must be presented upon request to the Lottery.

11. A Service Provider's system must support MFA to authenticate back-end PAM user accounts as well as player accounts.
12. All users accessing a Service Provider's system at the operating system level must do so utilizing unique user IDs and privileges assigned to each user account. User logon activity and administrator changes to a user account at the Operating System level must be tracked and logged.
13. A Service Provider's IT security staff must monitor system and network security events and alerts and address/respond to alerts in a timely fashion with appropriate notice to the Lottery.
14. A Service Provider's system must accommodate real time audit monitoring of the network, user account activity, as well as other system logs.
15. A Service Provider must maintain up to date (unredacted) network diagrams of the system detailing the primary and backup site which must be presented to the Lottery for review when requested.
16. All system/network events must be sent to a system security information event management ("SIEM") tool. Such SIEM tool must be in place on the system network and will collect, analyze, and alert IT security or system monitoring personnel of important/critical system events.
17. A Service Provider shall be responsible for and must have an established incident response plan, including procedures for responding to security incidents and/data breaches that adhere to applicable local, state, and federal regulations. A data breach shall be understood to mean the loss of control, compromise, or unauthorized acquisition where: a person other than an authorized user accesses or is reasonably suspected to access data, such as personally identifiable information; or where an authorized user accesses non-public data, such as personally identifiable information, for an unauthorized purpose.
18. A Service Provider shall be responsible for any system IT security breach and/or breach attempt, and any such breaches or attempts that are identified must be reported to the Lottery immediately. Material failure to promptly report a data breach or reasonably cooperate in the breach response efforts may result in disciplinary action, up to and including termination of access, legal action, and or termination of the resulting contract for cause.
19. A Service Provider shall be responsible for all security breach remediation costs, including relating to the Lottery's investigative work, and the Lottery reserves the right to have a Lottery-approved third-party review the investigative evidence as part of the investigation of any such breach or attempt.
20. A Service Provider shall cooperate with the State of Rhode Island's investigation and response efforts related to a breach investigation. This may include providing additional information, delivery of artifacts, allowing access to incident response retainer parties, refraining from certain activities, or participating in remediation actions. A Service Provider must maintain the confidentiality of information related to the data breach investigation and response.
21. A Service Provider must protect the system(s) and network(s) from denial-of-service attacks and when requested provide the Lottery with related evidence.
22. A Service Provider must have cyber liability insurance to cover all costs relating to a data breach, resulting in or which may have resulted in stolen or compromised data contained on a Service Provider's system.
23. A Service Provider must perform annual vulnerability and (where applicable) penetration scans on the system and network devices supporting the Rhode Island Sports Wagering system. Results of the scan must be provided to the Lottery unredacted within 7 business days of the Service Provider receiving the scan results. Any identified vulnerabilities must be addressed by a Service Provider with remediation plan and timetable acceptable to the Lottery.

24. A Service Provider's network equipment must be configured with industry standards security requirements. These requirements include:
  - a. Only system and network ports that fulfill a business requirement must remain open, i.e., unused ports must be closed.
  - b. Comment lines must be included within network device configurations documenting each statement.
  - c. Device configurations must not utilize statements that provide access to entire subnets. Configurations must utilize source and destination host addressing to provide limited access to systems and subnets.
25. A Service Provider must have a system password policy, which includes the following:
  - a. Password length must be configurable but at least ten (10) characters in length and must include a number, special characters, and require upper and lowercase letters.
  - b. Passwords that are the same as the username must be rejected.
  - c. Passwords must expire after ninety (90) days and the system must prevent users from selecting their last ten (10) user passwords utilized.
  - d. Passwords matching restricted passwords must be rejected by the system.
26. When a new back-end PAM user account is created within a Service Provider's system the system must not assign any roles by default. It is the responsibility of the Service Provider's system administrator to assign roles to a new user.
27. Roles within a Service Provider's system must identify such roles as having access to Personally Identifiable Information ("PII"). An example of this would be a role that permit access to a "Full SSN Access", "Last 4 of SSN" or "Government Id" type of data.
28. A Service Provider's system must be configured to allow for a Separation of Duties ("SOD") security roles model. A Service Provider will be responsible for ensuring that the SOD is implemented and maintained throughout the life of the system. A Service Provider will also be responsible to ensure that any subservice provider enforces a strict SOD model.
29. A Service Provider will maintain an inventory and classify the various major physical components (Critical, High, Medium, and Low) as it pertains to the role the component provides as part of the system. Also, the same classification will be used to document the various critical data components by data type the system stores and/or utilizes (user log on accounts, player accounts, wallet, bet data, etc.). This inventory/ classification list must be provided unredacted to the Lottery upon request.
30. A Service Provider's system must lock out a user after five (5) unsuccessful login attempts. An administrator screen must exist to allow an administrator to unlock a user account and force a password change of the user's password. This screen must allow the administrator to designate a user as active or inactive, which will permit and deny user access to the system.
31. A Service Provider must maintain a listing of all system services accounts that detail the account name and the function the account performs. This listing must be provided to the Lottery upon request and/or during internal and external reviews.
32. A Service Provider's system must disable user accounts, service accounts, and system accounts that have not logged on within the past ninety (90) days. Such accounts must remain disabled until a request is approved by the Lottery to re-activate the account.
33. The Service Provider's system must have specific administrator reports which report on the following:
  - a. User account login history
  - b. User account status and account change history report to detail inactive and active users and all administrative type changes made to user account. This report must detail the location, job role and the department each user belongs to (ex. Lottery, Lincoln, Tiverton, etc.).

- c. User interface accounts which have not logged into the system for thirty (30) days since the last successful login and users who have not logged into the system at all.
- d. User group privilege report displaying user information and system privileges they have.
- e. Administrative changes to user interface user accounts such as password, privilege changes, adding users, deleting users, inactivating/deactivating users.

All of a Service Provider's system reports must be available to run only by authorized personnel through the utilization of assigned group privileges through the user interface. Users must only be able to see/run reports allowed to their specific user group.

- 34. A Service Provider's system must protect and encrypt all sensitive player information (such as banking, IRS tax information, etc.) on the system, both at rest and in transit.
- 35. A Service Provider shall be responsible for maintaining user accounts and privileges that provide access to data and perform their job function within the system. These responsibilities include ensuring that each role and group set up on the system has the correct access for the user's job function. This must be maintained by the Service Provider for the life of the agreement.
- 36. A Service Provider shall be responsible for performing on-going back-end PAM user access and role reviews on the system. These reviews are to ensure that each back-end PAM user within the system has the correct roles assigned. This review must be documented and provided to the Lottery within thirty (30) days of the review being completed. A review must be performed on a quarterly basis.
- 37. A Service Provider must also have and maintain IT security policies and procedures that deal with IT security policies over its entire operation. A Service Provider's IT security policies and procedures, including any applicable third-party and subservice provider policies and procedures, must be available and provided unredacted to the Lottery's for review upon request. The Lottery has the right to perform internal compliance reviews over all IT security policies and procedures.
- 38. A Service Provider must have its own internal audit/compliance department reviewing system procedures, controls, user access and roles, and IT security policies on an annual basis. The resulting complete, unredacted audit report shall be subject to review by the Lottery at its discretion.
- 39. A Service Provider's gaming systems and related equipment and/or software must be kept up to date with the latest vendor software patches and to a release level of -1. Non-supported Lottery-deemed critical hardware and/or software must be replaced with supported hardware/software during the contract. The replacement schedule of such hardware/software must be approved by the Lottery.
- 40. A Service Provider must document any incidents relating to gaming system issues on an incident report in a format and notification process approved by the Lottery.
- 41. A System Provider must maintain system documentation, which must cover, and be updated annually during the contract term, at least the following areas, if applicable:
  - a. Hardware and Software
  - b. Servers (including CMS, BI, database, CRM)
  - c. Front-End Systems; i.e., risk manager, reporting interface
  - d. Network
  - e. OTC tills
  - f. Self Service Wagering Terminal ("SSBTs") or "kiosks"
  - g. CMS
- 42. Bidders must demonstrate that all services used for both internal and external purposes are fully encrypted end-to-end for both Retail and/or Online sports wagering systems.

43. Bidders are required to provide detailed evidence of how each channel of communication is secured and PII is protected including but not limited to:
  - a. Any third-party access to customer data needs to be identified including details on the type of data accessed and its purpose.
  - b. Reporting capabilities.
  - c. Data extraction and export functionality.
  - d. Identify the type and format of data fields extracted from core system for CRM purposes.

#### **G. Technology Service Management Framework**

Bidders are instructed to review the list below and identify and provide evidence of the Bidder's service management framework for areas not otherwise covered. Documentation should include but not be limited to:

1. Incident Management
2. Problem Management
3. Change Management
4. Release Management
5. Configuration Management
6. Application Management
7. Availability Management
8. Capacity Management and Planning
9. Service Level Management
10. Service Continuity Management
11. Security Management
12. Technology Infrastructure Management

#### **H. Data Warehouse**

1. A Service Provider must provide a data reporting warehouse containing all transaction data. Both the primary and backup site systems must have separate independent data warehouse reporting systems. Each data warehouse must get its data from the respective system it is supporting.
2. Both data warehouses must be balanced daily by the Service Provider. Each data warehouse must be capable of storing at least seven (7) years of data.
3. A Service Provider must include samples of all system reports with their proposal. The sample reports must also detail an example of sample data. Data warehouse reports must be developed, approved by the Lottery, and must be made available to the Lottery on demand. The data warehouse must generate reports for the Lottery on a timely basis satisfactory to the Lottery.
4. In the event that the data warehouse's performance does not generate reports on a timely basis, a Service Provider must make the appropriate upgrades to the Service Provider's system so that the reports run to the satisfaction of the Lottery.
5. Bidders are instructed to indicate how and where all customer data is stored, with full details of any/all dedicated data warehouse facilities, and how this is accessible by the primary Business Intelligence tools currently available.

6. Bidders are instructed to list all Business Intelligence tools that their systems and databases are accessible to or integrated with.

**I. Artificial Intelligence (“AI”)**

1. AI is defined as a “machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. Artificial intelligence systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action.” (15 U.S.C. 9401(3)). A Service Provider agrees not to use any AI technologies without the written permission of the Lottery. Due to the rapidly evolving nature of AI, the provisions of this section are subject to change, as applicable Lottery policies regarding the use of AI are implemented.
2. Bidders are asked to describe their use of AI in providing sports wagering solutions in other US jurisdictions.

## Section 6. ACCOUNTING SYSTEM AND AUDITING REQUIREMENTS (20 points)

This section outlines the accounting system and auditing requirements the Lottery requires from any Service Provider. Bidders must provide acknowledgment that they will conform to the requirements detailed below. Bidders are asked to provide supporting descriptions and/or documentation where requested. Bidders must also provide a list of any third parties utilized for compliance and auditing.

*The response to this Section shall be limited to 10 pages, excluding attachments.*

### 1. Service Provider Reporting Requirements

- a. All reports must be reported on a fiscal year basis - the State of Rhode Island's fiscal year is from July 1st to June 30th.
- b. All reports must have the ability to run for various time frames. For instance, a day, a week, a month, and a year.
- c. Reports should be available in both detail and summaries and should have the ability to be exported to Excel.
- d. Maintain all books and records applicable to sports wagering in accordance with R.I. Gen. Laws § 42-61.2-1, *et. seq.*
- e. Per R.I. Gen. Laws §§ 42-61.2-1(28) and 42-61.2-1(41), RI reports must exclude promotional money (free play) from the gross wagers. Only amounts won back should be included in the payout/prize. For instance, if \$100 of promotional money was wagered, the total wagered for the day would be \$0. If the player lost on the wager, then the net for the day would be \$0. If the player wins \$20, then the net for the day would be negative -\$20. Separate reports should be available for promotional money awarded and redeemed.
- f. All reports must contain only Rhode Island-specific data; no other jurisdiction should be included. Bidders must explain in detail the methods by which they would track and report on Rhode Island's liability by day – including explanations of deposits, wagers, winnings, withdrawals. Include sample reports as attachments.
- g. Within twenty-four (24) hours after the end of a designated gaming day, reports should be generated and/or available to the Lottery. If there is no activity for the gaming day, the report should indicate as such.
- h. All Lottery requested reports must be available and provided to the Lottery in PDF and .CSV format.
- i. All reports must report on both Generally Accepted Accounting Principles (GAAP) basis (accrual) and cash basis accounting.
- j. All reports must be delivered to the Lottery via email or by other secure means approved by the Lottery.
- k. Weekly reports must detail data for Sunday through Saturday.
- l. The System business day must be a 24-hour period starting at 12:00 am to 11:59:59 pm.
- m. System reports must use Eastern Time (ET), and detail ET on the reports.
- n. The System must provide reporting capabilities which at a minimum provide the following reports (include sample reports as attachments):
  - Wager Summary/Revenue Report
  - Deferred Revenue Report (Futures)
  - Transaction Report (Retail only)
  - Unpaid Ticket Report (Retail only)

- Unpaid Ticket Refunded Report (Retail only)
  - Unpaid Ticket Vouchers Report (Retail only)
  - Customer Transaction Report
  - Player Account Adjustment Report
  - Dormant Account Report
  - Player's Report
  - Self-Exclusion Players Report
  - Unfunded Player Account Report
  - Promotional Revenue Report
  - Offset Withholding Report
  - Offset Payment Distribution Report
2. A Service Provider will be required to provide assistance to integrate the wagering platform with the Lottery's internal financial and accounting platforms for accounting and audit-reporting purposes.
  3. System reports must exist to record and verify all reportable financial information including, but not limited to, changes in wagers, cut-off of wagers, and reports necessary to perform cash and ticket reconciliations.
  4. An adequate internal control structure must be implemented and maintained to the satisfaction of the Lottery to ensure controls and procedures are effective for sports wagering, sports payouts, all sports funds, and adequate employee separation of duties.
  5. A Service Provider will be required to maintain all public records and comply with applicable regulations pertaining to accounting system requirements.
  6. A Service Provider shall conduct internal audits of its sports wagering operations as prescribed by the Lottery in accordance with regulations.
  7. A Service Provider agrees to be subject to regular audits as prescribed by the Lottery during the contract period.
  8. Under the resulting contract, a Service Provider must meet specific auditing and accounting obligations including, but not limited to:
    - a. A Service Provider shall have a complete financial audit conducted annually, at its own expense. The audit must follow Generally Accepted Auditing Standards (GAAS), or the appropriate non-U.S. equivalent. A copy of the Service Provider's certified financial statements shall be provided within one quarter after the close of the Service Provider's fiscal year.
    - b. If a Service Provider files 10-K reports (or the appropriate non-U.S. equivalent) with the Securities and Exchange Commission (SEC), the Service Provider shall provide the Lottery with said reports (or the appropriate non-U.S. equivalent) as they are issued, together with any other reports required pursuant to Section 13 of the Securities and Exchange Act of 1934, as amended.
    - c. A Service Provider must provide annual (12-month) Service Organization Control Report (SOC) report(s) to the Lottery with content as specified and approved by the Lottery, to cover the design, implementation and operating effectiveness of internal controls over financial reporting for the platform operations and all subservice entities relevant to the operations. The Lottery must review and approve the type of SOC review being performed as well as the scope of the SOC review and must have the ability to include areas of the system and/or components to be included in the scope prior to the review commencing. Annual reports, at no cost to the Lottery,

must be delivered to the Lottery within sixty (60) days of completion of the relevant 12-month period ending June 30<sup>th</sup>.

- d. A third-party IT security review of a Service Provider's Rhode Island sports wagering systems and related components as well as the operations shall be conducted annually. This audit will be a Statement on Auditing Standards SSAE 21 audit, and other relevant IT security standards as required by the Lottery and shall be paid for by the Service Provider. The Lottery must review and approve the scope of the IT security review which must include the ability for the Lottery to include areas of the system and/or components to be added into the scope prior to the review commencing. For this review the Service Provider will suggest, for the Lottery's approval, the firm(s) to perform the work. All aspects shall be conducted pursuant to auditing standards as issued by the American Institute of Certified Public Accountants. Annual reports, at no cost to the Lottery, must be delivered to the Lottery within sixty (60) days of completion of the relevant 12-month period ending June 30<sup>th</sup>.
- e. The Lottery at its option and at any point in time may decide, at its own expense, to perform an independent IT security review of the system using a firm of the Lottery's choosing. It is expected that a Service Provider (with as much advance notice given as possible by the Lottery) provide the appropriate internal personnel resources to support this review and have any system related information and/or documentation needed for the review available.
- f. A Service Provider will be required to maintain its books, records and all other evidence pertaining to the resulting contract in accordance with Generally Accepted Accounting Principles (GAAP) (or the appropriate Non-U.S. equivalent) and such other procedures specified by the Lottery. These records shall be available to the Lottery, its internal auditors or external auditors (and other designees) at all times during the Contract period and for five (5) years from the Contract expiration date or final payment on the Contract, whichever is later.

## Section 7. EVALUATION AND SELECTION

### A. Overview of Evaluation and Selection Process

The Lottery will review all responsive proposals and make a determination based on an evaluation of the detailed responses received. The evaluation committee will be responsible for conducting a comprehensive and impartial evaluation of all proposals.

Selection of a Service Provider(s) shall be at the sole discretion of the Lottery.

The evaluation process will consist of two (2) phases:

Phase 1: Technical Evaluation (95 points) will consist of reviewing the Bidder's response to the Technical Proposal. Successful Bidders must score a minimum of 70 (73.68%) of the 95 possible Technical Evaluation points to be advanced to the Vendor Presentation phase. Vendor proposals that do not receive a minimum score of 70 will be dropped from further consideration.

Phase 2: Vendor Presentation (5 points) will consist of reviewing the Bidder's Presentation which will be evaluated and assigned up to a maximum of 5 points, bringing the potential maximum score to 100 points.

After total possible evaluation points are determined, ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

**By issuing this Request for Qualifications the Lottery has not committed itself to undertake the work set forth. The Lottery reserves the right to reject any and all proposals, to rebid the original or amended scope of services, and to enter into negotiations with one or more respondents. The Lottery reserves the right to make those decisions after receipt of responses. The Lottery's decision on these matters is final.**

The Lottery reserves the right to select the Bidder(s) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion. Proposals shall be reviewed and scored based upon the following criteria:

#### Retail Sports Wagering Service Provider:

| Criteria                                    | Possible Points |
|---------------------------------------------|-----------------|
| Firm Background and Capabilities            | 25              |
| Functionality and Features                  | 25              |
| Technical Requirements                      | 25              |
| Accounting System and Auditing Requirements | 20              |
| <b>Total Possible Technical Points</b>      | <b>95</b>       |
| Vendor Presentation                         | 5               |
| <b>Total Possible Evaluation Points</b>     | <b>100</b>      |
| ISBE Participation                          | 6 Bonus Points  |
| <b>Total Possible Points</b>                | <b>106</b>      |

**Online Sports Wagering Service Provider:**

| Criteria                                    | Possible Points |
|---------------------------------------------|-----------------|
| Firm Background and Capabilities            | 25              |
| Functionality and Features                  | 25              |
| Technical Requirements                      | 25              |
| Accounting System and Auditing Requirements | 20              |
| <b>Total Possible Technical Points</b>      | <b>95</b>       |
| Vendor Presentation                         | 5               |
| <b>Total Possible Evaluation Points</b>     | <b>100</b>      |
| ISBE Participation                          | 6 Bonus Points  |
| <b>Total Possible Points</b>                | <b>106</b>      |

**B. Mandatory Requirements**

Bid sections that include terms such as “must,” “shall,” “will” and “required” are mandatory. Responses that fail to meet the requirements of a mandatory specification without providing an alternative that is acceptable to the Lottery may result in the disqualification of a Bidder's proposal. The Lottery reserves the right, in its discretion, to determine if non-compliance with a mandatory specification is insignificant or can be easily corrected. Only responsive proposals that meet all requirements, as determined by the Lottery, will be evaluated, scored, and qualified by the Lottery.

**C. Alternatives**

A bid proposal which fails to meet any material term or condition of the solicitation, including the submission of required attachments, may lose points or be deemed unresponsive and thus disqualified.

**D. Service Provider Compensation**

The compensation for a Service Provider's services requested under this RFQ is specified in R.I. Gen. Laws § 42-61.2-5, and is therefore not negotiable.

**E. Presentations**

If Bidders are asked to participate in presentations/demonstrations, Bidders are expected to prioritize this in their schedules. The Lottery will make every effort to find a mutually convenient time for the Bidder and the Lottery. However, failure to appear at the scheduled time of the presentation/demonstration may result in disqualification, reduction of points or other action that the Lottery deems appropriate. All costs associated with presentations/demonstrations are the responsibility of the Bidder.

## **Section 8. MISCELLANEOUS**

### **A. Updates to RFQ**

Bidders are responsible for monitoring the Division of Purchases' website on a regular basis, as additional information relating to this RFQ may be released in the form of addenda, as necessary.

### **B. Challenges on Form or Process of the RFQ**

Any challenges regarding the validity or legality of the form and procedures of this RFQ, including but not limited to the methodology for the evaluation and scoring of Proposals, shall be brought to the attention of Lottery at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a Proposal, the Proposer is deemed to have waived any challenges to the form or procedures set forth in this RFQ.

### **C. Proposals Valid for One Hundred Eighty (180) Days**

All proposals submitted will remain valid for one hundred eight (180) days from the date on which proposals are due unless the period is extended by mutual agreement of the Lottery and the affected party.

### **D. Proposal Opening**

Proposals will be subject to public opening, at which time the identity of all Bidders will be disclosed. At the time the Lottery enters into a contract, proposals may be viewed by written request to the Director.

### **E. Withdrawal of Proposals**

A Bidder may withdraw its proposal by written notice submitted on the Bidder's letterhead, signed by an authorized representative of the Bidder, delivered to the Lottery Director and received prior to the proposal submission deadline. A Bidder may request withdrawal after the submission deadline but before the awarding of the contract, and the Lottery will review on a case-by-case basis. The Bidder or its authorized representative may also withdraw its proposal in person prior to the proposal submission deadline, upon presentation of appropriate identification and evidence of authority satisfactory to the Lottery. Otherwise, proposals are considered to be irrevocable for a period of not less than one hundred eighty (180) days following the opening date, and may not be withdrawn, except with the express written permission of the Lottery.

### **F. Late Proposals**

Proposals pursuant to this RFQ must be received by the Lottery no later than the Proposal submission deadline. Failure of a Bidder to submit its Proposal by the specified time will result in rejection. Proposals that are rejected for being late will be returned unopened to the Bidder. Proposals misdirected to other State locations or those not presented to the Lottery by the scheduled due date and time shall be determined to be late and shall not be accepted. The official time clock is in the Lottery Director's office located within the Lottery's headquarters located at 1425 Pontiac Avenue Cranston, Rhode Island 02920.

### **G. Proposal Clarification Process**

The Lottery may request in writing, clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Proposals. Clarifications may occur throughout the Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Lottery within the reasonable time stipulated at the occasion of the request.

Clarifications are for the purpose of resolving ambiguities and improving the understanding of the Lottery regarding a Proposal. In no case does the clarification permit revision or supplementation of the Proposal

after submission. Clarifications are an opportunity to explain, but not enhance, the Proposal.

**H. Material Changes**

If a Bidder who has submitted a proposal in response to this RFQ experiences a material change prior to award, or during the term of a contract with the Lottery which may result from this RFQ, the Lottery must be notified in writing at the time the change occurs or is identified. "Material change" is defined as any event that, following Generally Accepted Accounting Principles (GAAP) (or the international equivalents to the extent available), would require a disclosure in the annual report of a publicly traded United States corporation or that would be required to be disclosed under State or Federal law. Failure to notify the Lottery of such a change may result in the rejection of a proposal or termination of the contract.

**I. Disclosure and Ownership of Proposal Contents by the Lottery**

All matters set forth in a Proposal may be subject to disclosure after the Lottery's notification of its intent to award a Contract. All information in a Proposal and any Contract resulting from this RFQ are subject to the provisions of Rhode Island's public records laws regardless of copyright status or Bidder designations on pages of the Proposal.

Any and all materials submitted become the exclusive property of the Lottery. The Bidder waives all rights relating to the Proposal, including without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use unless prohibited by law.

**J. Multiple Proposals from One (1) Bidder Not Allowed**

A Bidder shall submit only a single Proposal. Bidders shall complete Addendum A, "Bidder Intention Form", to clearly state the bid's purpose – specifically, if the response is for: (1) both Retail sports wagering and Online sports wagering; (2) Retail sports wagering only; or (3) Online sports wagering only. If a Bidder submits a proposal for both Retail sports wagering and Online sports wagering, they will be evaluated separately for each channel unless otherwise expressly instructed by the Bidder in writing on Addendum A.

**K. Costs Associated with Proposal**

All costs and expenses associated with the preparation, development, or submission of bids, including but not limited to copying, postage and delivery fees, and all costs and expenses associated with any demonstrations or presentations that may be required by the Lottery shall be borne by the Bidder. The State and the Lottery assume no responsibility for these costs even if the RFQ is cancelled and will not reimburse any Bidder for such costs.

**L. Investigations During Proposal Evaluation**

All Bidders, and their subcontractors, if any, will be subject to a preliminary examination of their suitability by the Rhode Island Department of Business Regulation. In addition, a Service Provider will be subject to a background due diligence investigation by the State of Rhode Island to determine suitability before a contract is awarded, which may include a Service Provider's subcontractors. Bidders and any successful Service Provider shall be responsible for all costs associated with said investigations.

Subsequent to the submission of proposals, the Lottery or its designated agent may initiate investigations into the backgrounds of the Bidders and individuals or entities related to any officers, trustees, board members, principals, investors, owners, subcontractors, employees or any other individuals or entities related to the Bidders as deemed appropriate. Such background investigations may include fingerprint identification by the Rhode Island State Police and the Federal Bureau of Investigation, or any other public

or private agencies deemed appropriate, and shall require the provision of information, as requested by the investigators. Any costs associated with the conduct of these investigations shall be paid entirely by Bidders. The Lottery may reject a proposal based upon the results of these background checks. Bidders are advised that any person who knowingly provides false or misleading information or who omitted any material fact in its response proposal or in connection with any investigation by the Lottery or its designated agent may be cause for the proposal to be rejected or cause for a contract to be canceled.

Any contract awarded pursuant to this RFQ is made subject to the Bidder affirmatively establishing its suitability, in the sole discretion of the Lottery, based on the criteria set forth herein. Bidders agree to submit to the due diligence background investigation. In this regard, Bidders agree to cooperate in all respects with such investigation and to provide all information requested by the investigator in a timely fashion within the specified time period established for responses. A failure to provide all requested information or otherwise cooperate with the investigation may result in a finding of unsuitability and the voiding of any tentative contract award.

The Lottery retains the right to verify any information provided in connection with this proposal. The Lottery, through its designated representative(s), may request additional information from third parties regarding the Bidder, and its subcontractor(s), for this proposal in order to evaluate the bid proposal and determine suitability of the Bidder.

Failure to provide the detailed information required by the RFQ may result in disqualification of a Bidder from the evaluation process. In addition, the Lottery may refuse to enter into a contract with a Service Provider or any affiliated entity if any of the following apply:

- a. False statements have been made in any information provided in the above-required disclosures,
- b. Any of the entities, or principals of entities, have been convicted of an offense involving dishonesty or fraud or any gambling-related offense,
- c. A subcontractor identified in the proposal, or any of its owners, partners, officers and directors has been convicted of an offense involving dishonesty or fraud, or any gambling-related offense.

Good character, honesty and integrity, financial stability and ability to perform the scope of services are required. A Bidder shall be rejected as non-responsive if the Lottery, after the evaluation of documents submitted in response to this RFQ, and following the results of the background investigation, concludes that a Bidder does not possess the ability to perform the RFQ requirements, has a conflict of interest in serving the Lottery, or fails to demonstrate good character, honesty and integrity and sufficient financial stability and responsibility, and reliability to assure good faith performance.

#### **M. News Release Prohibition**

Bidders will not issue any news release or make any statement to the news media pertaining to this RFQ, Proposal, proposed contract or the work to be performed without the prior written approval of the Lottery.

#### **N. Contract Negotiations**

If the Lottery is unable to reach an agreement on contract terms with a Bidder(s), the Lottery reserves the right to end contract negotiations and may open contract discussions with the next highest scoring Bidder(s).

#### **O. Term of Contract**

The initial Contract term shall be for a period of five (5) years and may be extended by mutual consent for one (1) successive five-year (5-year) term.

**P. Qualified/Conditional Response**

Qualified or conditional offers which impose limitations on the Bidder's liability or modify the requirements of this RFQ, offers for alternate specifications, or offers which are made subject to different terms and conditions, including form contracts, other than those specified by the Lottery may be, at the sole discretion of the Lottery:

- a. Rejected as being non-responsive; or,
- b. Set aside in favor of the requirements set forth in the solicitation (with the consent of the Bidder); or,
- c. Accepted, if the Lottery determines in writing that such acceptance is in the best interest of the State.
- d. Acceptance or rejection of alternates or counter offers by the Lottery shall not constitute a precedent and shall not be considered to be binding on successive solicitations or procurements.

## Section 9. MANDATORY TERMS AND CONDITIONS FOR THE RESULTING CONTRACT

This section outlines the mandatory terms and conditions the Lottery requires in any resulting contract with a Service Provider. Bidders must provide written acknowledgment that they will accept and conform to the contractual requirements detailed below:

### A. Liquidated Damages

The Lottery and Service Provider agree that it can be extremely impractical and difficult to determine actual damages sustained by the Lottery. Therefore, the parties agree that the liquidated damages specified herein are reasonable and are not to be construed as punitive. In the case that damages can be precisely determined and are less than the schedules included herein, actual damages will then apply. Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Lottery. Except and to the extent expressly provided herein, the Lottery shall be entitled to recover liquidated damages under each section applicable to any given incident. Upon determination that liquidated damages are to or may be assessed, the Lottery shall notify the Service Provider of the assessment in writing. The availability of any period of cure will depend on the situation and will be in the sole discretion of the Lottery.

1. Late Installation. The Service Provider shall complete all installation preparations as required, complete testing to the Lottery's satisfaction, pass Lottery acceptance testing, comply with all other contractual requirements in effect during the implementation period, and achieve readiness for production operations. The Lottery may impose liquidated damages for each calendar day of delay as follows:
  - a. Readiness for Start of Lottery Acceptance Testing. Up to one thousand dollars (\$1,000) per day, beginning thirty (30) days prior to agreed production operation launch date.
  - b. Production Operations. Up to ten thousand dollars (\$10,000) per day, beginning with agreed production operation launch date. At launch, all solution requirements must be ready to go live.
  - c. Missing Deliverables. Up to five hundred dollars (\$500) per day for each and every failure to provide a deliverable, meet a requirement, or resolve an acceptance test problem pursuant to the agreed upon project schedule until such is provided or performed.
2. System Down/System Degraded Performance. Liquidated damages may be assessed for system incidents and/or system degraded time, up to the amounts specified in **Schedule 1**.
3. Termination of Liquidated Damages. As determined appropriate by the Lottery, the following are the conditions under which the Service Provider may obtain relief from the continued assessment of liquidated damages that have been imposed:
  - a. Except as waived in writing by the Lottery, no liquidated damages imposed shall be terminated or suspended until the Service Provider issues a written notice verifying the correction of the condition(s) for which liquidated damages were imposed, and all corrections have been subjected to testing or other verification at the discretion of the Lottery.
  - b. As appropriate, the Service Provider shall conduct testing of any correction, as the Lottery deems necessary. Such testing shall be developed jointly by the Lottery and the Service Provider and must be approved by the Lottery.
4. Severability of Liquidated Damages. If any portion of the liquidated damages provisions is determined to be unenforceable in one or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated

damages provisions is determined to be unenforceable, the other provision or provisions shall remain in full force and effect.

5. **Waiver of Liquidated Damages.** The waiver of any liquidated damages due the Lottery shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the Lottery.
6. **Applicability and Pro Rata Liquidated Damages.** The Service Provider shall not be required to pay liquidated damages for delays solely due to matters that qualify as "Force Majeure", or for time delays specifically approved by the Lottery. In all the above liquidated damages sections, the damages shall be pro-rated for partial periods.

## **B. Service Level Agreements**

The Lottery and Service Provider agree that breaches of Service Level Agreements constitute an incident, and penalties may be assessed. Service Level Agreements include the following:

1. **Timely and Accurate Reports.** The Service Provider shall produce and deliver timely, sufficient and accurate management reports or files as required by the Lottery. Penalties may be imposed if any report required by the Lottery is late, insufficient, or inaccurate. For each late, insufficient, or inaccurate report on file, the Lottery may impose penalties up to \$500 per day or any portion thereof per report until the report is provided, made sufficient, or corrected. The Lottery agrees to reasonably consult with the Service Provider in connection with new reports and provide the Service Provider with sixty (60) days to provide such reports; provided, however, the Service Provider shall provide any new reports required by auditors using its best efforts.
2. **Failure to Provide Current Software or Enhancements.** The Service Provider shall install the latest version of the software or versions and provide upgrades on standard and agreed sprint cycles. The Service Provider will use best efforts to ensure that the latest version of software or any upgrades that are offered to another client in another jurisdiction in the United States will also be offered to the Lottery no later than four (4) months after deployment in another jurisdiction, unless an extension is authorized in writing by the Lottery Director or the Lottery in its sole discretion elects to exclude certain functionality of any upgrades. In addition, the Service Provider must complete an acceptance test of the required modification or addition to the software, and receive the Lottery Director's written approval of such test, within the time frame specified. The Lottery Director may impose penalties of up to five hundred dollars (\$500) per day that the updated versions/enhancements are not installed. Penalties shall not apply if the Lottery Director, in the Lottery Director's sole discretion, opts to release the change at a later time than provided in the agreed upon schedule.
3. **Failure to Remedy Audit Recommendations.** If the Service Provider fails to address recommendations made as a result of a software or operational audit by a recognized authority such as the State Rhode Island, or Lottery-approved auditors, there may be penalties assessed. In the event that audit recommendations addressing any of the Service Provider's activities are not corrected within ninety (90) days of notification, unless specifically exempted by the Lottery Director, the Service Provider may be charged penalties of five thousand dollars (\$5,000) at the end of the initial 90-day period and an additional five thousand dollars (\$5,000) for each subsequent 30-day period or any portion thereof, for which the audit recommendation corrections have not been completed.
4. **Failure to Perform the Services as Expected.** The Lottery may impose penalties if the Service Provider allows any of the following:
  - a. Underage player permitted to create an account: \$5,000 per account

- b. Online Specific: Out of State wagers accepted: \$1,000 per wager and/or incident
- c. Prohibited sports bettor, or self-excluded player, allowed to wager: Up to \$2,500 per wager
- d. Offering events and/or markets not permitted in the State of Rhode Island: up to \$25,000 per event or market
- e. Failure to adhere to agreed-upon advertising standards: up to \$10,000 per incident
- f. Failure to adhere to agreed-upon House Rules: up to \$10,000 per incident

**C. Insurance.**

In addition to meeting the applicable requirements in Schedule A.3 of Addendum A to the General Conditions of Purchase updated as of May 29, 2024 (available at <https://ridop.ri.gov/about-us/procurement-statutes-and-regulations>), the Service Provider shall purchase and maintain comprehensive general liability insurance coverage in the amount of no less than \$2,000,000 per occurrence and \$2,000,000 general aggregate and cybersecurity insurance in the amount of no less than \$10,000,000 per occurrence and \$10,000,000 annual aggregate with a company or companies licensed to do business in Rhode Island for the operation of the sports wagering platform.

**D. Timeframe for Implementation.**

The Service Provider must be capable of providing:

- 1. Online sports wagering, if applicable, no later than November 30, 2026, or as otherwise approved by the Lottery.
- 2. Retail sports wagering, if applicable, no later than March 26, 2027, or as otherwise approved by the Lottery.

**E. Ownership of Player Data.**

Any and all records, data, and/or information ("Information") including, but not limited to, player information, in the possession of a Service Provider and obtained by a Service Provider in the course of performing its obligations under the resulting contract in connection with this RFQ (regardless of how the Information was obtained and no matter in what format the Information is stored) shall be the sole property of the Lottery. A Service Provider must securely maintain said Information on behalf of the Lottery and agree not to share or use said Information for any purpose other than is necessary to perform its obligations under the resulting contract without the express written permission of the Lottery. In addition, a Service Provider must not sell, dispose of or destroy said Information. All such Information must be provided to the Lottery by a Service Provider at the Lottery's request during the term of a contract. At the end of the term of the resulting contract, all such Information must be returned to the Lottery.

**Schedule 1: Mandatory System Incident Classification and Liquidated Damages**

**Priority ONE (P1)**

A Priority One (“P1”) Incident is a matter that causes total outage of the sports wagering system or at least one of its critical components or user journeys (deposits, withdrawals, logins, wagering, registration, or Responsible Gambling functionality) to become unavailable.

The Division has the authority to impose liquidated damages of up to three thousand dollars (\$3,000) per hour for every hour or portion thereof the P1 Incident is in existence beyond fifteen (15) minutes from the start of the incident. In the event that three (3) downtime incidents in excess of fifteen (15) minutes each have already occurred in a rolling 7-day period, the grace period of fifteen (15) minutes shall be rescinded, and liquidated damages shall begin immediately with any subsequent outage in that 7-day period.

**Priority TWO (P2)**

A Priority Two (“P2”) Incident is a matter that materially degrades the functionality or performance of the sports wagering system or at least one critical user journey (deposits, withdrawals, logins, wagering, registration, or Responsible Gambling functionality).

The Division has the authority to impose liquidated damages of up to one thousand dollars (\$1,000) per hour for every hour or portion thereof the P2 Incident is in existence beyond thirty (30) minutes from the start of the incident.

**Priority THREE (P3)**

A Priority Three (“P3”) Incident is a matter that substantially degrades the functionality or performance of the sports wagering system or at least one critical user journey (deposits, withdrawals, logins, wagering, Responsible Gambling functionality, or registration) that does not amount to a P2 Incident.

The Division has the authority to impose liquidated damages of up to five hundred dollars (\$500) per day for every day or portion thereof the P3 incident extends beyond twenty-four (24) hours from start of the incident.

**Exhibit 1: Wagering Markets & Types of Wagers**

**RHODE ISLAND LOTTERY**

**Wagering Markets & Types of Wagers**

**Approval Process for Sporting Events & Wagers**

**Permitted Types of Sports Wagers**

Rhode Island General Laws § 42-61.2-1 permit the placement of sports wagers on sporting events, or a combination of sporting events, or on the performance statistics in a sporting event, or a combination of sporting events. The specific types of wagers include, but are not limited to, the following: money line bets, spread bets, point totals, parlays, teasers and proposition wagers.

**Prohibited Events**

Wagers on collegiate sporting events are not permitted if the event/game takes place in Rhode Island. In addition, regardless of where the game or event takes place, wagers on Rhode Island collegiate teams are also not permitted.

Please note - the collegiate prohibition detailed above is not in effect if the event/game is part of a collegiate tournament that includes 4 or more teams. In these instances, main market wagering is allowed (money line, spread, totals) on Rhode Island collegiate teams and on collegiate tournament games played in Rhode Island. The tournament game wagering exception does not apply to individual player performance wagers (player proposition wagers).

Additionally, wagers are not permitted on any "voted" or "judged" awards, such as Most Valuable Player or Heisman Trophy winner.

**Sports Event/Wager Approval Process**

Prior to the first time that wagering on a category of Sports Event (i.e., wagering on a particular type of sport) or type of wager (i.e., an in-play wager, exchange wager, new proposition wager, etc.) would be offered, the Sportsbook/Risk Manager shall submit a written request for approval to the Director. The Director (or designee) shall respond to such request in a timely manner.

Prior to rendering a decision, the Division will evaluate the request to determine if:

- a) The event would be effectively supervised;
- b) The event would be sanctioned by a recognized governing body or organization (such as FIFA, FIBA, IOC, etc.);
- c) The outcome of the event would be verifiable and quantifiable;
- d) The outcome of the event would be generated by a reliable and independent process;
- e) The outcome of the event would be unlikely to be affected by any wager placed;
- f) The event would be conducted in compliance with any applicable laws;
- g) The event would be conducted in conformance with enforceable integrity policies; and
- h) The granting of the request for approval would be consistent with the public policy of the Division and the State.

**Important Note**

The Division reserves the right to prohibit the acceptance of wagers on any Sports Event and may order the cancellation of wagers and require refunds on any event for which wagering would be contrary to the public policies of the Division and the State.

**Approved Leagues/Sports Events**

**Baseball/ Softball**

- Major League Baseball (MLB)

## Exhibit 1

- Minor League Baseball (MiLB) -Triple A
- World Baseball Classic (WBC) & WBSC Premier 12
- NCAA Baseball & Softball
- Japan (Nippon) Professional Baseball Organization
- Korea KBO Baseball League
- Athletes Unlimited League

### Basketball

- National Basketball Association (NBA); including G-League
- Women's National Basketball Association (WNBA)
- NCAA Basketball - Division 1 Men's and Women's
- International Basketball Federation (FIBA)
  - Basketball Champions League/Champions League Americas
  - World Cup, Europe Cup, EuroCup, EuroLeague
  - Country v. Country Games/Tournaments
- Chinese Taipei Super Basketball League
- Korea Basketball Association
- People's Republic of China Basketball Association
- Basketball Australia (First and Second Tiers)
- FIBA First-Tier Leagues: Argentina, Australia, Brazil, Chile, Croatia, Czech Republic, France, Germany, Greece, Iceland, Israel, Japan, Kazakhstan, Lithuania, Mexico, New Zealand, Philippines, Spain, Sweden, Turkey, United Kingdom, Uruguay
- Athletes Unlimited League
- The Basketball Tournament (TBT)

### Football

- National Football League (NFL)
- NCAA Football
- Canadian Football League (CFL)
- United Football League (UFL)

### Golf

- Professional Golf Association (PGA)/PGA TOUR & Ladies Professional Golf Association (LPGA)
- Korean Ladies Professional Golf Association (KLPGA)
- PGA/LPGA Sanctioned Events and Tournaments
- Majors (Masters, U.S. Open, Open Championship, PGA Championship)
- European Tour; Champions Tour
- Major International Events (Ryder Cup, Solheim Cup, Presidents' Cup, British Open, etc.)
- World Golf Championships (WGC)
- LIV Golf

### Ice Hockey

- National Hockey League (**NHL**)
- American Hockey League (AHL)
- NCAA Hockey- Division 1 Men's and Women's
- International Ice Hockey Federation (IIHF) Tournaments
- World Championships
- Austria EBEL
- Czech Extraliga
- Finland Liiga
- Germany DEL Deutsche Eishockey Liga

## Exhibit 1

- Swedish Hockey League
- Switzerland National League
- Professional Women's Hocket League (PWHL)

### **Motorsports**

- NASCAR
- Indy Car
- Formula One (F1) & Formula Two (F2)
- SRX Racing

### **Olympic Games**

- Authorized Summer and Winter Olympic events

### **Soccer**

- International Federation of Association Football (FIFA)
  - World Cup (Men's and Women's); Club World Cup
  - FIFA Member Federation and Country v. Country Tournaments

#### North America

- Major League Soccer (MLS)
- USL Championship and League One
- North American Soccer League (NASL)
- United States Open Cup
- National Women's Soccer League (MWSL)
- Mexico Liga MX (Men's and Women's)
- Mexico Liga Premier
- Mexico Copa MX
- FIFA CONCACAF Champions League

#### Europe

- Union of European Football Associations (UEFA)- First, Second and Third Tier Leagues
- UEFA/FIFA- Champions & Europa Leagues
- FIFA and UEFA Copa Tournaments
- UEFA Super Cup
- Euro Cup /League games
- English Championship League
- English Premier League (including Summer Series)
- England FA Cup

#### South America

- Argentina Superliga
- Argentina Primera B (Nacional and Metropolitana)
- Argentina Primera C
- Bolivia Division Professional
- Brazil Series A and B
- Brazil Federacao Brasileira Confederation
- Chile Primera Division
- Costa Rica Liga De Ascenso
- Ecuador Liga Pro and Series A
- Guatemala Liga Nacional
- Honduras Liga Nacional
- Nicaragua Liga Primera
- Nicaragua Segunda Division
- Uruguay Liga Primera Division

## Exhibit 1

### Asia and Oceania

- Australian Football Association
- Bangladesh Premier League
- Chinese Taipei Premier League
- China Super and First Leagues
- Hong Kong Premier League
- India I-League and Super League
- Japan J1 and J2 Leagues
- Korean Republic K-League 1 and 2
- New Zealand Premiership
- Singapore Premier and S Leagues
- Turkmenistan Yokary Liga

### **Tennis**

- Association of Tennis Professionals (ATP)
- Women's Tennis Association (WTA)
- Grand Slam events
- International Tennis Federation (ITF)
- Davis Cup
- UTR Pro Match Series

### **Cricket**

- World Cup
- IPL India Premier League

### **Cycling**

- World Tour
- Grand Tour

### **Darts**

- Professional Darts Corporation (PDC) Championships (excludes remote events)

### **Football - Australian Rules**

- Australian Football League

### **Handball**

- Sweden Elitserien
- Turkey Handball Super League
- Ukraine Super League

### **Lacrosse**

- NCAA Lacrosse - Division 1 Men's
- Premier League Lacrosse
- Athletes Unlimited League
- National Lacrosse League

### **Rugby**

- Six Nations
- World Cup
- Four Nations
- World Rugby sanctioned Tournaments and Rugby Sevens

## Exhibit 1

- European Champions and Challenge Cups
- Australia/New Zealand NRL National Rugby League
- Australia Women's Super League
- Australia New South Wales Cup
- Australia Queensland Cup
- England/France Super League
- England Premiership
- France Top14
- New Zealand Super Rugby (includes Maori Rugby)
- Major League Rugby (U.S.)
- Japan Rugby League One

### Table Tennis

- International Table Tennis Federation (ITTF) events
- European Table Tennis Union (ETTU) events
- Czech TT Star Series
- Ukraine TTCup and Win Cup

### Track & Field/Athletics

- World Athletics

### Volleyball

- Athletes Unlimited League

### Professional Boxing - sanctioned

- World Boxing Association (WBA)
- World Boxing Council (WBC)
- World Boxing Organization (WBO)
- International Boxing Federation (IBF)
- British Boxing Board of Control (BBBoC)

### Mixed Martial Arts - sanctioned

- Ultimate Fighting Championship (UFC)
- Professional Fighters League (PFL) / Bellator
- Dana White Contender Series (UFC)

### Non-sanctioned Boxing and MMA Events

The Division will evaluate requests to accept wagers on professional Boxing and Mixed Martial Arts events not sanctioned by one of the aforementioned governing bodies or organizations on a case-by-case basis. The request for approval to accept such wagers on non-sanctioned events shall be made in writing to the Director (or designee).

In general, and at a minimum, for a non-sanctioned boxing or MMA bout to be considered, the match must be approved and regulated by a state athletic board in a manner that is materially similar to the R.I. Dept. of Business Regulation, New York State Athletic Commission, New Jersey State Athletic Control Board or the Nevada Athletic Commission.

Revised: 13 November 2025

**Addendum A: Bidder's Intention Form**

All Bidders must complete this form.

1. Please check only one (1) box to indicate the purpose of Bidder's proposal:
  - ☐ This bid is for Online sports wagering only
  - ☐ This bid is for Retail sports wagering only
  - ☐ This bid is for both Online sports wagering and Retail sports wagering
  
2. If the Bidder's Proposal is for both Online sports wagering and Retail sports wagering, in the event that the Bidder does not receive the award for Retail sports wagering, will the Bidder provide services for Online sports wagering only, if selected for Online sport wagering?
  - ☐ Yes
  - ☐ No
  
3. If the Bidder's Proposal is for both Online Sports Wagering and Retail Sports Wagering, in the event that Bidder does not receive the award for Online sports wagering, will Bidder provide services for Retail sports wagering only, if selected for Retail sports wagering?
  - ☐ Yes
  - ☐ No

**Addendum B: MBE, WBE and/or DisBE Enterprise Participation Plan**

STATE OF RHODE ISLAND  
DEPARTMENT OF ADMINISTRATION  
ONE CAPITOL HILL  
PROVIDENCE, RHODE ISLAND 02908

| <b>MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Bidder's Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                   |
| Bidder's Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                   |
| Point of Contact:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                   |
| Telephone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                   |
| Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |
| Solicitation No.:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                   |
| Project Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                   |
| <p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. <b>Please complete <u>separate forms</u> for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.</b></p> |                                                                                                                   |
| Name of Subcontractor/Supplier:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                   |
| Type of RI Certification:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Disability Business Enterprise |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                   |
| Point of Contact:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                   |
| Telephone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                   |
| Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |
| Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                   |
| ISBE Participation Rate %<br>Commitment for this Subcontractor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                   |
| Anticipated Date of Performance:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                   |
| I certify under penalty of perjury that the forgoing statements are true and correct.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                   |
| <b>Prime Contractor/Vendor Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Title</b>                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Date</b>                                                                                                       |
| <b>Subcontractor/Supplier Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Title</b>                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Date</b>                                                                                                       |



**Addendum C: Supplemental Bidder Attestation**

**Division of Purchases**  
**One Capitol Hill | Providence, RI 02908 | (401) 574-8100**  
**Nancy R. McIntyre, State Purchasing Agent**

**SUPPLEMENTAL BIDDER ATTESTATION**  
**R.I. GEN. LAWS § 37-2-13.1(b)**

In accordance with R.I. Gen. Laws § 37-2-13.1(b), I hereby certify that \_\_\_\_\_ and its parent corporation, subsidiary, affiliates and/or subcontractors do not have a conflict of interest as defined in [Chapter 14 of Title 36](#) with any official, officer or agency in charge of the below-noted Request for Proposal, nor materially participated or was consulted with respect to the requirements, technical aspects or any other part of the formation and promulgation of the below-noted Request for Proposal.<sup>1</sup> Further and if applicable, the below-noted Request for Proposal does not relate to any audit, examination, independent verification, review, or evaluation of \_\_\_\_\_'s work, financials, or operations performed on behalf of the State of Rhode Island or any official, officer, or agency.

By signature below, I attest that the information provided above is true and correct to the best of my knowledge. Further, I attest that I am authorized to make such attestation on behalf of and in the interest of \_\_\_\_\_.

So attested on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_.

AUTHORIZED SIGNATORY NAME (PRINTED): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

SOLICITATION NUMBER/TITLE: \_\_\_\_\_

<sup>1</sup> A "conflict of interest" occurs when private interests or relationships interfere in any way with the interests of the State. Simply being a current vendor or a past vendor of the State does not in itself cause a conflict requiring preclusion. Additionally, formal responses to a Request for Information (RFI) issued by the Division of Purchases does not constitute "participation" or "consultation" with respect to a future RFP and does not disqualify a vendor from future participation from a subsequent RFP.

**Addendum D: Vendor Certification Form****Division of Purchases**

One Capitol Hill | Providence, RI 02908 | (401) 574-8100

Nancy R. McIntyre, State Purchasing Agent

**VENDOR CERTIFICATION FORM**

Vendors must respond to every statement. Vendors must provide all relevant information.

Bid proposals submitted without a complete response may be deemed nonresponsive.

| Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Response                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| *Disclosures 1. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below in Disclosures #5.                                                          | <input type="radio"/> Yes <input type="radio"/> No |
| *Disclosures 2. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below in Disclosures #5.                                                                                                                                  | <input type="radio"/> Yes <input type="radio"/> No |
| *Disclosures 3. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below in Disclosures #5.                                                                                        | <input type="radio"/> Yes <input type="radio"/> No |
| *Disclosures 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. If "Yes," provide details below in Disclosures #5. | <input type="radio"/> Yes <input type="radio"/> No |



## Division of Purchases

One Capitol Hill | Providence, RI 02908 | (401) 574-8100

Nancy R. McIntyre, State Purchasing Agent

### VENDOR CERTIFICATION FORM

\*Disclosures 5. Disclosure Details - If a "Yes" was provided in Disclosures 1-4, provide details here (**attach separate document if additional space needed**) - OR - Type "N/A" if all responses were "No".

\*Ownership Disclosure 1. If the Vendor is publicly held, the Vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Vendor; otherwise, complete ownership disclosure is required. List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor (**attach separate document if additional space needed**).

\*Certifications 1. The Vendor will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation. If "No," provide details below in Certifications #12.

☐ Yes

☐ No

\*Certifications 2. The Vendor possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Vendor shall immediately notify the State Purchasing Agent in writing. If "No," provide details below in Certifications #12.

☐ Yes

☐ No

\*Certifications 3. The Vendor will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Vendor will immediately notify the State Purchasing Agent in writing. If "No," provide details below in Certifications #12.

☐ Yes

☐ No



## Division of Purchases

One Capitol Hill | Providence, RI 02908 | (401) 574-8100

Nancy R. McIntyre, State Purchasing Agent

### VENDOR CERTIFICATION FORM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <p>*Certifications 4. The Vendor understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Vendor Certification may be grounds for suspension, debarment, and/or prosecution for fraud. If "No," provide details below in Certifications #12.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p><input type="radio"/> Yes <input type="radio"/> No</p> |
| <p>*Certifications 5. The Vendor has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Vendor further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation. If "No," provide details below in Certifications #12.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p><input type="radio"/> Yes <input type="radio"/> No</p> |
| <p>*Certifications 6. This bid proposal is not a collusive bid proposal. Neither the Vendor, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other vendor or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other vendor or person to fix the price or prices in the bid proposal or the bid proposal of any other vendor, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other vendor, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Vendor, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents. If "No," provide details below in Certifications #12.</p> | <p><input type="radio"/> Yes <input type="radio"/> No</p> |
| <p>*Certifications 7. The Vendor: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b). If "No," provide details below in Certifications #12.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p><input type="radio"/> Yes <input type="radio"/> No</p> |



## Division of Purchases

One Capitol Hill | Providence, RI 02908 | (401) 574-8100

Nancy R. McIntyre, State Purchasing Agent

### VENDOR CERTIFICATION FORM

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <p>*Certifications 8. The Vendor will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island. If "No," provide details below in Certifications #12.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p><input type="radio"/> Yes <input type="radio"/> No</p>                |
| <p>*Certifications 9. Vendor certifies that it is not currently engaged in and shall not during the duration of the contract (if awarded) engage in the boycott of any person, firm, or entity based in or doing business with any jurisdiction with whom the State of Rhode Island can enjoy open trade. Nor shall vendor participate in the boycott of any public agencies, entities, or instrumentalities of any jurisdiction with whom the State of Rhode Island can enjoy open trade. For the purposes of this certification "jurisdiction with whom the State of Rhode Island can enjoy open trade" means national governments who are members of the World Trade Organization. If "No," provide details below in Certifications #12.</p> | <p><input type="radio"/> Yes <input type="radio"/> No</p>                |
| <p>*Certifications 10. Vendor has complied with and, if awarded a contract with the State of Rhode Island shall promptly comply with, the reporting requirements of the "Reporting of Political Contributions by State Vendors Act", R. I. Gen. Laws § 17-27-1, et seq. If "No," provide details below in Certifications #12.</p>                                                                                                                                                                                                                                                                                                                                                                                                               | <p><input type="radio"/> Yes <input type="radio"/> No</p>                |
| <p>*Certifications 11. Vendor has read and accepts the State of Rhode Island's General Conditions of Purchase which shall be the contractual terms and conditions between the parties upon issuance of a Purchase Order by the Division of Purchases. The State's General Conditions of Purchase can be found at <a href="https://rules.sos.ri.gov/regulations/part/220-30-00-13">https://rules.sos.ri.gov/regulations/part/220-30-00-13</a> and addenda can be found at <a href="https://ridop.ri.gov/rules-regulations/">https://ridop.ri.gov/rules-regulations/</a>. If "No," provide details below in Certifications #12.</p>                                                                                                               | <p><input type="radio"/> Yes <input type="radio"/> No</p>                |
| <p>*Certifications 12. Certifications Details - If a "No" was provided in Certifications 1-11, provide details here (<b>attach separate document if additional space needed</b>) - OR - Type "N/A" if all responses were "Yes".</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <div style="border: 1px solid black; height: 100px; width: 100%;"></div> |



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### VENDOR CERTIFICATION FORM

\*Acknowledgement 1. Submission by the Vendor of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Vendor certifies that: (1) the Vendor has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Vendor Certification Cover Form) is accurate and complete. The Vendor acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Vendor pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Vendor.

☐ Yes

☐ No

\*Acknowledgement 2. Name and Date - Enter name of vendor representative submitting this form with date.

Print Name:

Signature:

Date: