

The Commonwealth of Massachusetts
MASSACHUSETTS STATE LOTTERY COMMISSION

60 Columbian Street
Braintree, MA 02184



Request for Response (RFR)

Document Title: Software Application and Its Supporting Systems for Mobile Devices
COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000002340
MSLC Document Number: RFR LOT Number (#) 1503

November 25, 2014

Please note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on www.COMMBUYS.com. All Bidders are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Bidders may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

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1 RFR Introduction and General Description

1.1 Procurement Scope and Description

The Massachusetts State Lottery Commission (MSLC) is requesting to enter into a contract to purchase a Software Application and Its Supporting Systems for Mobile Devices, such as tablets, smart phones, PDAs, etc., which **must** be user-friendly. The mobile software application would receive the MSLC game results to the user's interface in near real time of the actual MSLC game drawing and display the results based on user input.

1.2 Introduction and General Description

The MSLC is requesting the development of a mobile software application to display the results of at least two (2) different MSLC games: KENO and Jackpot Poker games, and/or any other monitor game(s) that are substituted in place thereof and/or added from time to time at the sole discretion of the MSLC.

KENO

For each draw, the MSLC randomly selects twenty (20) winning numbers out of a field of eighty (80) numbers, ranging from one (1) to eighty (80), and displays them on a KENO monitor. A randomly-selected prize-multiplier value, KENO Bonus, is also chosen and displayed prior to the winning numbers. KENO Bonus values **can** be three (3), four (4), five (5), ten (10), or no multiplier. A player wins when (s)he matches a certain number of winning numbers to the board numbers (s)he had chosen for his wager. A wager consists of a player's board numbers, which **can** be a set of one (1) to twelve (12) numbers (called "spots") ranging from one (1) to eighty (80), the amount wagered per draw, the amount of draws the wager is good for, and whether the wager is eligible for KENO Bonus. Prizes are based on the number of spots played, how many board numbers are matched, and whether KENO Bonus is applied and what its value is. Winning numbers are drawn approximately every four (4) minutes. KENO drawings take place seven (7) days a week: Sunday, 10:00 a.m. to 1:00 a.m., and Monday through Saturday, 5:04 a.m. to 1:00 a.m.

KENO draw animation: www.youtube.com/watch?v=lq0Pk_BiDu4

Jackpot Poker

For each draw, the MSLC randomly assigns a value from one (1) to fifty-two (52) to each card in a standard playing card deck. The cards are displayed on a Jackpot Poker monitor underneath the value they are assigned. A player wins when the cards corresponding to the board numbers (s)he had chosen for her/his wager make a winning poker hand. A wager consists of a player's five (5) board numbers, which range from one (1) to fifty-two (52), the amount wagered per draw, and the amount of draws the wager is good for. Prizes are based on how strong the poker hand is in standard poker play. Winning card sets are drawn approximately every four (4) minutes. Jackpot Poker drawings take place seven (7) days a week: Sunday, 10:02 a.m. to 12:58 a.m., and Monday through Saturday, 5:02 a.m. to 12:58 a.m.

Jackpot Poker draw animation: www.youtube.com/watch?v=nYUr_pRnrs&list=UUK32Lx9i2-mIALcNmBkmcgg

The MSLC currently displays winning draw results on a private network of MSLC terminals with separately installed display devices; the draw results are also sent via a File Transfer Protocol (FTP) mechanism to the MSLC website after each drawing. The mobile software application **will** allow MSLC players to view the winning draw results on their devices shortly after the draw has occurred in a user-friendly manner such that the mobile software application performs quickly, with clear and intuitive directions requiring limited keystrokes and input, and with an appealing visual display. **It will not allow the MSLC players to purchase tickets.**

MSLC is requesting to enter into a contract to purchase a Software Application and Its Supporting Systems for Mobile Devices, such as tablets, smart phones, PDAs, etc., which **must** be user-friendly. The mobile software application would receive the MSLC game results to the user's interface in near real time of the actual MSLC game drawing and display the results based on user input.

The Bidder **will** include a complete Software Application and Its Supporting Systems for Mobile Devices design/plan as well as furnish labor, supervision, equipment, materials, and supplies necessary for the services and support items in this contract as outlined in this RFR.

The MSLC is seeking qualified Bidders who are capable of providing a Software Application and Its Supporting Systems for Mobile Devices in accordance with the specifications in this RFR document. Bidder's Response format is limited to two hundred (200) pages using a font size of no smaller than twelve (12) including all related attachments.

1.3 Number of Awards

The target maximum number of Contractors is one (1). This is a target number; the Strategic Sourcing Team/Procurement Management Team (SST/PMT) may award more or fewer contracts if it is in the best interests of the Commonwealth to do so.

1.4 Adding Contractors after Initial Contract Award

If, over the life of the contract, the SST/PMT determines that additional Contractors **should** be added, these may first (1st) be drawn from qualified companies that responded to this Bid but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Bid may be re-opened to obtain additional Quote/Response.

1.5 Eligible Entities

Any contract resulting from this Bid **will** be open for use to the Issuing Entity Only. It is the intent of this contract that the MSLC is the only user.

1.6 Acquisition Method

The acquisition method to acquire goods and/or services from this Bid is Fee for Service.

1.7 Performance and Payment Time Frames Which Continue Beyond Duration of the Contract

All terms of leases, rentals, maintenance, or other agreements for services entered into during the duration of this contract and whose performance and payment time frames extend beyond the duration of this contract **shall** remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, rentals, maintenance, or other

agreements for services may be executed after the contract has expired, excepting any options and/or extensions thereto as may be exercised at the sole discretion of MSLC.

1.8 Contract Duration

The expected duration of this Contract is as follows:

Three (3) years (36 months) commencing on the resulting Contract commencement (start) date.

Two (2) options to renew for one (1) year (12 months) each. The MSLC, at its sole discretion, **shall** have the option to extend the term of any Contract(s) resulting from this RFR for up to two (2) one (1) year (12 months) periods. The MSLC **shall** exercise its option by submitting written notice to the Vendor at least thirty (30) days prior to the termination.

Total Contract Duration: initial number of years is three (3) years (36 months) with two (2) options to renew for one (1) year (12 months) each.

No goods may be ordered and no new leases, rentals, maintenance, or other agreements for services may be executed after the Contract or any options thereto have expired.

The exercise of each option by the MSLC at its sole discretion, and accepted by the Bidder **shall** constitute an acceptance of all contract terms provided herein unless amended in writing and executed by the MSLC and the Bidder.

1.9 Estimated Value of the Contract

The estimated value resulting from this Bid is to be determined (TBD). The MSLC makes no guarantee that any commodities or services **will** be purchased from any contract resulting from this RFR. Any estimates or past solicitation volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

If, due to unforeseen circumstances, the scope of services is substantially changed or modified, the MSLC maintains the right to amend the contract to increase or decrease the maximum obligation in order to obtain the best value. The Vendor **will** be bound by the terms of the contract and the MSLC **will** not be responsible for price increases due to market fluctuations or product availability.

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1.10 SST/PMT Estimated Procurement Calendar

EVENT	DATE
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Bid Release Date	November 25, 2014 at 5:00 p.m.
Deadline for Submission of Questions through COMMBUYS ("Bid Q&A")	December 10, 2014 at 5:00 p.m.
Official Answers/Response for Bid Q&A published (estimated).	December 15, 2014 (estimated).
Bid Amendment Deadline Bid documents will not be amended after this date.	January 7, 2015 at 12:59 p.m.
Deadline for Quote/Response /Bid Responses ("Bid Opening Date/Time") in COMMBUYS	January 7, 2015 at 1:00 p.m.
Oral Presentations/Product Demonstrations for Selected Bidder(s) (estimated).	Bidders will be notified individually and be given at least one (1) week notice if Presentations are required .
Notification of Apparent Successful Bidder(s) (estimated).	February/March 2015 (estimated).
Estimated Contract Start Date.	February/March 2015 (estimated).

Times are Eastern Time, as displayed on the COMMBUYS system clock displayed to Bidders after logging in. If there is a conflict between the dates in this Procurement Calendar and dates in the Bid's Header, the dates in the Bid's Header on COMMBUYS **shall** prevail. Bidders are responsible for checking the Bid record, including Bid Q&A, on COMMBUYS for Procurement Calendar updates.

1.11 Evaluation Process and Criteria (Components)

The evaluation process and criterion are designed to select Bid Quote/Response that offer the best value to the MSLC. Only responsive proposals that meet all **mandatory** requirements, as outlined in this RFR, **will** be evaluated, scored and qualified by the SST/PMT. The following process **will** be followed to review the criteria and specifications set forth in this RFR:

- A. Review of all **mandatory** specifications;
- B. Evaluate and score all **desirable** specifications;
- C. Evaluate and score all **highly desirable** specifications;
- D. Assess points for Invest in Massachusetts Data Form (see Attachment J);
- E. Assess points for Supplier Diversity Program (SDP)/(see Attachment G Three [3] Forms);
- F. Cost (Attachment C – Cost Table including years one [1] through three [3], for scoring purposes).

The SST/PMT may add a scoring category for Oral Presentations/Product Demonstrations if it deems appropriate to assess what is the best value for the MSLC. Bidder scores **will** be used to rank Bidders and **will** determine which Bidders **will** proceed to subsequent stages of the evaluation and/or enter into negotiations with the MSLC to receive a contract award.

1.12 Mandatory Requirements

Mandatory specifications **must** be met in order for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain **mandatory** specifications have **desirable** components to them that may be

evaluated by the SST/PMT. The SST/PMT reserves the right, in its discretion, to determine if non-compliance with a **mandatory** Specification is insignificant or **can** be easily corrected.

Bid sections that include terms such as “**must**”, “**shall**”, “**will**” and “**required**” are “**mandatory**.” Failure to meet the requirements of a **mandatory** specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

1.13 Highly Desirable and Desirable Specifications

Highly desirable and **desirable** specifications **will** be scored according to the Evaluation Criteria as established by the SST/PMT.

The RFR specifications prefaced with language such as: “**highly desirable**”, “**desirable**”, “**could**”, “**can**”, “**should**”, “**preferably**”, “**prefers**”, “**suggested**”, and “**requested**” identify a discretionary item or factor which **will** receive points in the evaluation criteria.

1.14 Alternatives

A proposal which fails to meet any material term or condition of the Bid, including the submission of **required** attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit proposals offering alternatives, which provide equivalent, better or more cost effective performance than achievable under the stated Bid specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The Quote/Response **should** describe how any alternative achieves substantially equivalent or better performance to that of the Bid specifications.

The SST/PMT **will** determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Bid is to provide the best value of commodities and/or services to accomplish best value and fulfill the MSLC procurement needs.

1.15 Cost Table

The Cost Table (see Attachment C) must be fully completed. The Cost Table must be SUBMITTED TO COMMBUYS as a separate confidential file and clearly name it “Cost Table – Attachment C Software Application and Its Supporting Systems for Mobile Devices”. Compensation will be based solely on the Cost Tables or catalogs supplied by the Bidder and accepted by the SST/PMT. The Cost Tables **must** contain all goods and services to be provided on this contract. Compensation will be based on these cost tables, which will form the basis for Vendor’s catalog in COMMBUYS. **Please note:** Do not put any cost related information in the main portion of the Quote/Response. All cost related information, either direct, or that can be derived, must only be in the cost proposal portion of the Quote/Response.

Costs which are not specifically identified in the Bidder’s Quote/Response and accepted by the MSLC as part of a contract, **will** not be compensated hereunder. The Commonwealth **will** not be responsible for any costs or expenses incurred by Bidders responding to this RFR (see Attachment C – Cost Tables).

1.16 Costing Alternatives

Contractors may propose alternatives for equivalent, better or more cost effective performance than specified under the Contractor's original Quote/Response at any time during the life of the contract and any subsequent renewals.

1.17 Oral Presentations/Product Demonstrations

Selected Bidders who are asked to participate in Oral Presentations/Product Demonstrations **will** be expected to prioritize this in their schedules. The SST/PMT **will** make every effort to find a mutually convenient time for the Bidder and the SST/PMT. However, failure to appear at the scheduled time of the presentation/demonstration may result in disqualification, reduction of points or other action that the SST/PMT deems appropriate.

1.18 Best Value

The Contract **will** be awarded to the Bidder with the lowest overall cost that has met all **mandatory** performance and business specifications, provided it is the "best value" for the MSLC. A procurement **will** be considered in the best interest, or the "best value," when it 1) supports the achievement of **required** performance outcomes; 2) generates the best quality and economic value; 3) is performed timely; 4) minimizes the burden on administrative resources; 5) expedites simple or routine purchases; 6) allows flexibility in developing alternative procurement and business relationships; 7) encourages competition and the continuing participation of quality Bidders; and 8) supports Commonwealth and Department procurement planning and implementation (801 CMR 21.01 (1)).

The SST/PMT may select the Quote/Response that demonstrates the best value overall, including proposed alternatives that **will** achieve the procurement goals of the MSLC. The SST/PMT and a selected Bidder, or a Bidder, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected Bidder's Quote/Response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original Quote/Response. Such negotiated change **must** be in writing and **shall** be incorporated herein this contract as part hereof as if set forth in length.

1.19 Electronic Quote/Response Requirement for Bids

COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at www.COMMBUYS.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Q&A, are all components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

Bidders are solely responsible for obtaining all information distributed for this Bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers.

It is each Bidder's responsibility to check COMMBUYS for: any amendments, addenda or modifications to this Bid; any Bid Q&A records related to this Bid.

The Commonwealth accepts no responsibility and **will** provide no accommodation to Bidders who submit a Quote/Response based on an out-of-date Bid or on information received from a source other than COMMBUYS.

Bidders are advised that the MSLC (1) restricts submission of written questions to the Bid Q&A tool, (2) requires all Quote/Response to be submitted using the online submission tools available to active COMMBUYS account holders only, and (3) requires submission of a Supplier Diversity Program (SDP) Plan as specified in the RFR file attached to this Bid. Bidders are solely responsible to monitor this site for Bid amendments, if any. Bidders may monitor the record by frequently checking the Header Information for the list of Amendments. Bidders with active COMMBUYS accounts may also monitor the record through COMMBUYS email notification and record tracking tools enabled when a vendor acknowledges receipt of a bid. To establish a COMMBUYS account, Bidders **must** select the *Register* link on www.COMMBUYS.com and complete the online subscription process.

Bidders may not submit multiple Quotes/Responses in response to a Bid unless the Bid authorizes multiple Quotes/Responses submissions. If you submit multiple Quotes/Responses in response to a bid that does not allow multiple Quotes/Responses, only the latest submission prior to the bid opening date **will** be evaluated.

COMMBUYS Subscription. Bidders may elect to obtain a free COMMBUYS Seller subscription which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records. However, in order to respond to a Bid, Bidders **must** register and maintain an active COMMBUYS Seller subscription account.

All Bidders submitting a Quote/Response in response to this Bid (previously referred to as Solicitation) agree that, if awarded a contract (1) they **will** maintain an active seller account in COMMBUYS; (2) they **will**, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they **will** comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) they understand and acknowledge that all references to the Comm-PASS website, or related requirements throughout this RFR, **shall** be superseded by comparable requirements pertaining to the COMMBUYS website; and (6) in the event the Commonwealth adopts an alternate market center system, they **will** be **required** to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which Bidders **must** be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the [COMMBUYS Resource Center](#).

1.20 Written Questions via the Bid Q&A on COMMBUYS

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers from the SST/PMT regarding this Bid, all Bidders’ questions **must** be submitted through the Bid Q&A found on COMMBUYS (see below for instructions). Questions may be asked only prior to the

Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The MSLC reserves the right not to respond to questions submitted after this date. It is the Bidder's responsibility to verify receipt of questions. Upon confirmation, Bidders **must** send a validation email with the COMMBUYS confirmation email attached to Lotteryprocurement@masslottery.com.

Please note: Questions submitted to the SST using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) **will** not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder's question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are accessible to the public. Bidders **must** not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusive, or otherwise objectionable, including information about the Bidder's company or other companies. The SST/PMT reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the MSLC or this Bid.

All answers are final when posted. Any subsequent revisions to previously provided answers **will** be dated.

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder's contact person and prospective Contract Manager, if awarded a contract, and to monitor that email inbox for communications from the MSLC, including requests for clarification. The MSLC and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated email address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded contractor and the MSLC to be lost or rejected by any means including email or spam filtering.

1.21 Amendment Deadline

The SST/PMT reserves the right to make amendments to the Bid after initial publication. It is each Bidder's responsibility to check COMMBUYS for any amendments, addenda or modifications to this Bid, and any Bid Q&A records related to this Bid. The SST/PMT and the Commonwealth accept no responsibility and **will** provide no accommodation to Bidders who submit a Quote/Response based on an out-of-date Bid or on information received from a source other than COMMBUYS.

1.22 Company Certifications and Affiliations

The Bidder **must** provide the following information:

- A. Company affiliations;
- B. Statutory, certification and license requirements, if any;
- C. Company experience;
- D. Business background;
- E. Years in business;

- F. Years in the industry of the Bid;
- G. Organizational chart;
- H. Financial Stability Including Bankruptcy, Litigation and Contract Defaults;
- I. Most current audited annual financial statements (audited if available) from the last three (3) complete years;
- J. Gross annual revenue for most recently completed fiscal year (FY);
- K. Last bankruptcy and current/pending litigation;
- L. Defaults on contracts.

1.23 References and Reference Information and/or Requirements

Bidders **must** complete the Business Reference Form (Attachment F) as directed. Bidders **must** provide all requested information on this form for three (3) business references. In completing this form, note that the “Bidder” is the name of the company submitting a Quote/Response in response to this RFR and the “RFR Name/Title” and the “Agency Document Number” **can** be found on the cover of this RFR document and in the Short Description field in the Header Information of the Bid record in COMMBUYS. Also, please note: “Reference Name” is the name of the organization (if not applicable, then name of the individual) that is providing the reference; “Contact” is the name of the individual inside the organization that **will** provide the reference; and the “Address,” “Phone Number” and “Fax/Internet Address” are those of the “Contact” so that the SST/PMT may be able to reach them. The Bidder **must** provide the following information:

- A. Largest customers in MA if applicable;
- B. Largest state government customers if applicable.

1.24 Prohibitions

Bidders are prohibited from communicating directly with any employee of the MSLC or any member of the SST/PMT regarding this RFR except as specified in this RFR, and no other individual, Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person using the contact information provided in the Header Information of this Bid in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on COMMBUYS **should** contact the [COMMBUYS Helpdesk](#) (See the document cover page for contact information).

In addition to the certifications found in the Commonwealth’s Standard Contract Form, by submitting a Quote/Response, the Bidder certifies that the Quote/Response has been arrived at independently and has been submitted without any communication, collaboration, agreement, understanding and/or planned common course or action with any other Bidder of the commodities and/or services described in this RFR.

1.25 Executive Order 515, Establishing an Environmental Purchasing Policy

Products and services purchased by state agencies **must** be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are **required** to reduce their impact on the environment and enhance public health by procuring environmentally preferable products (EPP) whenever such products and services perform to satisfactory standards and represent

best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, **must** comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program; the order **can** be seen at www.mass.gov/epp.

1.26 Reporting

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, Supplier Diversity Program (SDP) and other contract reports, as **required** by this contract.

1.27 Security and Confidentiality

The successful Bidders **must** comply with any and all state and federal statutory and regulatory requirements in connection with the transmittal of personally identifying information (PII) or information which may be used to identify individuals including but not limited to email and IP addresses. The successful Bidder **shall** comply fully with all security procedures, data security and privacy requirements herein this Contract and of the Commonwealth and Commonwealth Agencies in performance of the contract. The Contractor **shall** not divulge to third parties any confidential information obtained by the successful Bidder or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, personally identifiable information, or commercial proprietary information in the possession of the Commonwealth Agency.

1.28 Audit

During the term of this Contract and for a period of six (6) years thereafter, the MSLC, its auditors, the Operational Services Division (OSD), the Office of the Inspector General (IGO) or other authorized representatives **shall** be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Contract. If such an audit indicates that Contractor has materially overcharged the MSLC, the Bidder/Contractor agrees to remit the overcharged amount and be responsible for payment of any costs associated with the audit.

1.29 Samples

Unnecessary samples, attachments, or documents not specifically asked for **should** not be submitted.

1.30 Freight

Unless otherwise specified, all products and services **shall** be "FOB Destination". The MSLC **will** not assume any separate freight, mileage, travel time, or any other associated charges in addition to the Bid price. Any charges of this nature **must** be included in the Bid price.

1.31 Required Submissions

- A. Bidders **must** provide a detailed narrative description of the work.

- B. Bidders **must** identify the specific individual(s) who **will** coordinate and perform the services to the MSLC and include a detailed resume of the individual's educational and professional background, experience, and accomplishments.
- C. The selected Bidder **shall** commit to providing a team and a team leader for the MSLC. If the Team Leader(s) are re-assigned or no longer assigned to the MSLC account, the Bidder **shall** fill the vacant position with an individual who has comparable or better experience and training. That replacement **shall** be made subject to MSLC's approval.
- D. Bidders **must** provide a summary description of the Bidders' company (entity) including but not limited to the structure (proprietorship, partnership, corporation, etc.), principals of the entity, number of employees, locations, etc. Also, provide a description of the resources available to the entity to assist in performing the work **required** in this RFR, such as computer resources and proper records retention.
- E. Bidders **must**, if applicable, list and describe all litigation (including outcome) for the last five (5) years that relates to any action taken by a private, state or federal actor against the Bidder as a whole or an employee(s) specifically, which emanates from the improper conduct of any employee(s)/former employee(s) during their term of employment with the Bidders, including but not be limited to, actions of perjury, bribery, corruption, conflict of interest, larceny, environmental violation, and other civil and/or criminal actions that would be contrary to the accepted conduct of a Vendor working in partnership with a State Agency.
- F. The successful Bidder **must** continue to provide any such new information, including but not limited to notices of bankruptcy, litigation, and contract defaults, during the life of the contract period. The Successful Bidder **must** also include: last bankruptcy, current/pending litigation, and any defaults on contracts.
- G. Bidders **must** provide Financial Statements (audited if available) from the last three (3) complete years.
- H. Bidders **must** submit the Cost Table via a separate confidential file in COMMBUYS and clearly name it "Cost Table – Attachment C - Software Application and Its Supporting Systems for Mobile Devices". **Please note:** All cost related information, either direct, or that can be derived, must only be in the cost proposal portion of the Quote/Response.
- I. Bidders **must** describe the format they intend to use to invoice the MSLC. The invoices **must** provide the MSLC with easily understood information to be able to properly and completely monitor project status relative to payments. This **must** include, and is not limited to: the MSLC Reference Number, Contract Number, dates of service, a unique Invoice Number, and specific tasks (electronic submission of invoices is acceptable to the MSLC's Finance Accounts Payable Division upon request of the format).

1.32 Contract Requirements

To be eligible for contract award, a Bidder **must** agree and comply with the following provisions:

- A. The Bidder **must** agree to the terms and conditions contained within the Commonwealth Terms and Conditions attached hereto as Attachment A and the Standard Contract Form Attached hereto as Attachment B.
- B. The Bidder **must** comply with all Federal, State, and local rules and regulations as they apply to the work to be performed under this RFR.
- C. The Bidder **must** be operating in a business or similar to that which is described in this RFR for a minimum of three (3) years with the capacity to accommodate all needs contained in this RFR and have demonstrable and relevant experience.
- D. The Bidder **must** provide the retained clients retention rate (retained clients) for the last three (3) years.
- E. The Bidder **must** provide a minimum of three (3) references for which work has been performed, preferably similar in scope and size to that specified in this RFR within the prior three (3) years of the date of this RFR (see Attachment F).
- F. The Bidder **must** include a statement acknowledging that all technical and business requirements are understood and shall be complied with by the Bidder in performing the service(s) being sought by the MSLC.
- G. The Bidder **must** state that pursuant to M.G.L. c. 7, § 22 (20) the undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. The word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- H. The MSLC will own all right, title and interest in all data that is related to the services provided by this contract. The Bidder shall not access any MSLC data except (1) in the course of data center operations, (2) in response to service or technical issues, or (3) as **required** by the express terms of this contract. All data obtained by the Bidder in performance of this contract **shall** become and remain the property of the Massachusetts State Lottery Commission. All data **shall** be returned and/or destroyed, at the discretion of the MSLC at the end of the term of this agreement. Providers are prohibited from using the data for any purpose not intended or authorized. This includes copying, disclosing or otherwise using the data or any information collected for purposes not **required** as part of the services pursuant to the contract or authorized by the Massachusetts State Lottery Commission. The Bidder **shall** implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure, or theft of data and or access to data. Such measures **shall** be in accordance with recognized industry practice and not less stringent than the measures the Bidder applies to its own data. The Bidder **shall** not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- I. Determinations and/or requirements for and as to all intellectual property and/or proprietary information, including but not limited to copyright, licensing agreements, and processes and the use thereof existing, **shall** be made in consultation and review with the Bidder for the best means of protecting the MSLC's property and information while accomplishing the MSLC purposes as stated herein.
- J. The Bidder **must** include a statement pursuant to M.G.L. c7, § 22 (20) that the authorized signatory certifies under penalties of perjury that the proposal submitted is in all respects a bona fide and fair response made without collusion or fraud with any other person.

- K. The MSLC reserves the right to obtain, from sources other than the Bidder, information concerning the Bidder, the Bidder's capabilities and the Bidder's performance under other contracts which the MSLC deems pertinent to this RFR and to consider such information in evaluating the Bidder's bid.

1.33 Limitation of Liability and Indemnification

Bidder agrees to and **shall** comply with the following provisions:

- A. The MSLC **shall** not be liable to Bidder under any theory of liability for any direct, indirect, incidental, special consequential or exemplary damages that may be incurred including loss of data, whether or not the MSLC **should** have been advised or **should** have been aware of the possibilities of any such losses arising.
- B. To the maximum extent permitted by law, Bidder agrees to defend, indemnify and hold harmless the MSLC, its directors, officers, and employees from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses arising out of or accruing from any violation of this agreement and your product infringing upon any copyright, trademark, trade secret, patent or other intellectual property right of any person or entity, whether or not involving a third party claim, which arise out of or relate to (1) any breach of any representation or warranty of contained herein, (2) any breach or violation of any covenant or other obligation or duty of enumerated herein or under applicable law, in each case whether or not caused by the negligence of the MSLC or any other indemnified party and whether or not the relevant claim has merit."
- C. The Bidder acknowledges, accepts and **shall** be governed by the provisions of the Digital Millennium Copyright Act (DMCA) and **shall** hold harmless the MSLC for and/or in connection of information thereof for any violations, including transmission, reproduction and/or use of any protected or restricted material beyond that allowed by fair use.
- D. The MSLC **must** be notified of any security incident or data breach immediately upon becoming aware of such incident or data breach. Upon such knowledge, the successful Bidder **shall** notify the MSLC contract manager by telephone and then provide a security incident report within twenty four (24) hours. The successful Bidder **shall** (1) cooperate with the MSLC as reasonably requested to investigate and resolve the incident or breach to the satisfaction of the MSLC (2) implement necessary remedial measures, if necessary, and (3) document responsive actions.

1.34 Alterations

Bidders may not alter (manually or electronically) the Bid language or any Bid component files, except as directed in this RFR. Modifications to the body of the Bid, specifications, terms and conditions, or which change the intent of this Bid are prohibited and may disqualify a Quote/Response.

1.35 Ownership of Submitted Quote/Response

The SST/PMT **shall** be under no obligation to return any Quote/Response or materials submitted by a Bidder in response to this Bid. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and **will** not be returned to the Bidder. The Commonwealth reserves Software Application and Its Supporting Systems for Mobile Devices - COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000002340 - MSLC Document Number: RFR LOT #1503

the right to use any ideas, concepts, or configurations that are presented in a Bidder's Quote/Response, whether or not the Quote/Response is selected for contract award.

Quote/Response stored on COMMBUYS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via COMMBUYS, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy on a separate computer or network drive or separate media, such as a Universal Serial Bus [USB] or flash drive, as a backup.

1.36 Commonwealth Tax Exemption

Invoices submitted to Massachusetts government entities **must** not include sales tax.

1.37 Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor **must** notify the MSLC Contract Manager by email immediately, using the address located in the Header Information of the Purchase Order on COMMBUYS.

The Commonwealth assumes no responsibility if a Contractor's designated email address is not current, or if technical problems, including those with the Contractor's computer, network or internet service provider (ISP), cause email communications between the Bidder and the SST/PMT to be lost or rejected by any means including email or spam filtering.

1.38 Publicity

Any Contractor awarded a contract under this Bid is prohibited from selling or distributing any information collected or derived from the contract.

1.39 Other Required Specifications and Limitations

1. Electronic Funds Transfer (EFT). All Bidders responding to this RFR **must** agree to participate in the Commonwealth Electronic Funds Transfer (EFT) {Attachment I} program for receiving payments, unless the Bidder **can** provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application **can** be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the VendorWeb site (massfinance.state.ma.us/VendorWeb/vendor.asp).

Successful Bidders, upon notification of contract award, **will be required** to enroll in EFT as a Contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to the MSLC for review, approval, and forwarding to the Office of the Comptroller. If the Bidder is already enrolled in the program, it may so indicate in its Response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, **shall** not be considered a public record and **shall** not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the SST/PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is

a hardship or unduly burdensome, the specific reason **must** be documented in its Response. The SST/PMT **will** communicate the findings with the Bidder.

2. Minimum Quote/Response (Bid Response) Duration. Bidder's Quote/Response made in response to this Bid **must** remain in effect for at least one hundred twenty (120) calendar days from the date of Quote/Response submission.

3. Public Records. All responses and information submitted as a response to this RFR may be subject to the Massachusetts Public Records Law, M.G.L., c. 66, § 10, and c. 4, §§ 7, 26. Any statements in submitted responses that are inconsistent with these statutes **shall** be disregarded.

4. Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of this RFR information in an alternative format, **must** communicate such requests in writing to the contact person. A Bidder requesting accommodation **must** submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for this RFR. The SST/PMT reserves the right to reject unreasonable requests.

5. Restriction on the Use of the Commonwealth Seal. Bidders and Contractors are prohibited by law from the use of the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract.

6. Subcontracting Policies. Prior approval of the MSLC is **required** for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors.

7. Supplier Diversity Program (SDP). Massachusetts Executive Order 524 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Supplier Diversity Program in Public Contracting. M/WBEs are strongly encouraged to submit Responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. Similarly, Executive Order 546 established the Service-Disabled Veteran-Owned Business Enterprise (SDVOBE) Program to encourage the participation of businesses owned and controlled by service-disabled veterans in all areas of state procurement and contracting, thereby including them in the SDP. All Bidders **must** follow the requirements set forth in the SDP section of this RFR, which **will** detail the specific requirements relating to the prime vendor's inclusion of M/WBEs and/or SDVOBEs. Bidders are **required** to develop creative initiatives to help foster new business relationships with M/WBEs and/or SDVOBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage Bidder's participation of SDP objectives, the Supplier Diversity Program (SDP) Plan for large procurements greater than one hundred fifty thousand dollars (\$150,000.) **will** be evaluated at 10% or more of the total evaluation. Once an SDP commitment, expressed as a percentage of contract revenues, is approved, the agency **will** then monitor the contractor's performance, and use actual expenditures with Supplier Diversity Office (SDO) certified M/WBE contractors and the Center for Veterans Enterprise certified SDVOBEs to fulfill their own SDP expenditure benchmarks. M/WBE and SDVOBE participation **must** be incorporated into and

monitored for all types of procurements regardless of size; however, submission of an SDP Plan is mandated only for large procurements over one hundred fifty thousand dollars (\$150,000).

Unless otherwise specified in this RFR, the following SDP forms are **required** to be submitted by the deadlines noted below in order to meet the **mandatory** participation requirements of the SDP. At the time of the Quote/Response submission if the proposal value exceeds one hundred fifty thousand dollars (\$150,000).

SDP Plan Form #/Name	Submitted By	When Submitted
SDP Plan Form #1 – SDP Plan Commitment	All Bidders	With the Bid Response.
SDP Plan Form #2 – Declaration of SDP Partners	Newly Awarded Contractors	Within thirty (30) days of contract execution.
SDP Plan Form #3 – SDP Spending Report	Contractors	Within forty-five (45) days of the end of each quarter.

SDP Resources

Resources available to assist prime Bidders in finding potential M/WBE partners **can** be found at www.mass.gov/sdp.

Resources available to assist prime Bidders in finding potential SDVOBE partners **can** be found on the Operational Services Division's SDO webpage at www.mass.gov/sdo.

The Operational Services Division's Supplier Diversity Program offers training on the SDP Plan requirements. The dates of upcoming trainings **can** be found at: www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/osd-events-and-training/osd-training-and-outreach.html. In addition, the SDP Webinar **can** be located on the SDP website at www.mass.gov/SDP.

Supplier Diversity Program Subcontracting Policies In addition to the Subcontracting Policies (see Subcontracting Policies section below and see Subcontracting By Contractor, in the Commonwealth Terms and Conditions) that apply to all subcontracted services, agencies may define specific **required** deliverables for a contractor's SDP Plan, including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) and Service-Disabled Veteran-Owned Business Enterprises (SDVOBE) for the purpose of monitoring and enforcing commitments made in a contractor's Supplier Diversity Program (SDP) Plan.

1.40 **Mandatory Attachments and Enclosures**

The Bidder **must** submit a Letter of Transmittal (signed by an individual authorized to bind the Bidder contractually and it **must** state that the proposal, including the prices in the Cost Tables {Attachment C}) **will** remain in effect for a period of one hundred twenty (120) calendar days after the Proposal Due Date. Include the name, title, address, and telephone number of one or more individuals who **can** respond to requests for additional information; Include the name, title, address, email, and telephone number of one or more individuals who are authorized to negotiate and sign a Contract for the Bidder.

Include a statement that the Bidder has read and understands the technical and business specifications of this RFR and agrees that its proposal meets all the technical and business requirements of this RFR.

1.41 Payments

Payment **shall** be made for services only after such services have been delivered and accepted by the MSLC. Payments **shall** be made only in arrears. No advance payments **can** be made to Bidders. Payment **will** be made forty-five (45) days after acceptance and following receipt of invoice.

1.42 Contract Manager

The selected Bidder **must** assign (a) Contract Manager(s) which the MSLC may contact regarding the service performance during the contract term. The MSLC, at its sole discretion, reserves the right to require this individual(s) be replaced if it finds that the individual(s) is not responsive or compatible.

1.43 Change in Financial Condition

Bidders **shall** be **required** to immediately inform the Executive Director of the MSLC in writing of any major change in the financial condition or organization of the company. Misrepresentation or failure of the Bidder to notify the MSLC **shall** be grounds for contract award cancellation and/or termination.

1.44 Business Profile/Financial Condition

The MSLC reserves the right to request, at the MSLC expense through the reporting system in place at the time, a business profile, and financial condition report on any corporation, parent company, directors, principals, officers, partnerships or sole proprietorships involved in submitting a response to this RFR.

Note: No cost information **shall** be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS (see Attachment C), all cost related information, either direct, or that can be derived, must only be in the cost proposal portion of the response).

1.45 Rejection of Bids

The MSLC may reject any and all bids in response to this RFR if it deems it is in its best interest to do so. The MSLC may also reject any and all bids for the following reasons:

- A. Fails to adhere to one or more of the provisions established in this RFR;
- B. Fails to submit its bid at the time or in the format specified herein, or to supply the minimum information requested herein;
- C. Fails to meet unconditionally all of the **mandatory** performance and business specifications of this RFR;
- D. Fails to state in writing its acceptance of the **mandatory** terms and conditions in Attachment A of this RFR as they appear in Attachment A without change or alteration;
- E. Fails to submit its bid, to the **required** address, before or on the deadline date established by the Procurement Calendar;
- F. Materially misrepresents its services or provides demonstrably false information in its bid; or
- G. Fails to submit costs on the Cost Table (Attachment C), or to guarantee the costs for one hundred twenty (120) days;
- H. Refuses to provide clarification, if requested by the Procurement Management Team (PMT);

- I. Fails to sign a Contract within fifteen (15) business days of receipt of the Contract for signing.

1.46 Instructions for Execution and Submission of Commonwealth Standard Forms

The purpose of this section is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents **required**) and how they **must** be executed and submitted. Please note that these instructions are meant to supplement the Instructions found on each of these forms. It is advisable to print this document first so that it may be referenced when filling out these forms.

1.47 Commonwealth Standard Contract Form - Attachment B

Attachment B is to be submitted on paper with original blue ink signature, and date, (see Attachment B). By executing this document, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by the SST/PMT. In addition, the terms of this RFR, the Bidder's Response, and any negotiated terms **shall** be deemed accepted by the MSLC and included as part of the contract upon execution of this document by the MSLC. If the Bidder does not have a Vendor Code beginning with "VC," or does not know what their Vendor Code is, the Bidder **should** leave the Vendor Code field blank. The Bidder **should** not enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

Signature and date **must** be handwritten in blue ink, and the signature **must** be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (see Attachment H).

1.48 Commonwealth Terms and Conditions - Attachment A

Attachment A is to be submitted on paper with original blue ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below, (see Attachment A). If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFR or contract, a copy of this form may be included in place of an original. If the Bidder's Name, address or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is **required**. The Commonwealth Terms and Conditions are hereby incorporated into any contract executed pursuant to this RFR. This form **must** be unconditionally signed by one (1) of the authorized signatories (see the Contractor Authorized Signatory Listing, Attachment H below), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Quote/Response offered in response to this Solicitation may be deemed non-responsive. The company's correct legal name and legal address **must** appear on this form, and **must** be identical to the legal name and legal address on the Request for Taxpayer Identification and Certification Number (MA Substitute W9 Form).

1.49 Request for Taxpayer Identification Number and Certification (MA Substitute W9 Form – Attachment D)

Attachment D is to be submitted on paper with original blue ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed. If a Bidder has already submitted a Request for Taxpayer Identification and Certification Number (MA Substitute W9 Form) and has

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received a valid Massachusetts Vendor Code, an original W-9 form is not **required**. A copy of the form as filed may be included in place of an original. If the Bidder's Name, address or Tax ID Number have changed since the MA Substitute W9 Form was executed, a new MA Substitute W9 Form is **required**. The information on this form **will** be used to record the Bidder's legal address and where payments under a State contract **will** be sent. The company's correct legal name and legal address **must** appear on this form, and **must** be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S Treasury's version of the W9 Form (see Attachment D).

1.50 Contractor Authorized Signatory Listing - Attachment H

Attachment H is to be submitted on paper with original blue ink signature and date, (see Attachment H). In the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors **will** be **required** to notify the Procurement/Contract Manager of any changes. If the person signing in the signature block on the bottom of the first page of this form **will** also serve as an "Authorized Signatory," that person's name **must** be included in the typed table. With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer (CFO), Corporate Clerk or Legal Counsel for the Contractor," if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph. The signature and date **should** be in blue ink. The title, telephone, fax, and email **should** be typed or handwritten legibly.

The second (2nd) page of the form (entitled "Proof of Authentication of Signature") states that the page is optional. In the case of the MSLC Contracts, this page is **required**, not optional. The person signing this page **must** be the same person signing the Standard Contract Form, the Commonwealth Terms and Conditions, and the Cost Table. The MSLC also requests documentation i.e. corporate vote, manager's certificate, authorizing the person so named with the authority to execute any and all documents in connection with this contract.

Please note: In two (2) places where the form says "in the presence of a notary," this **should** be interpreted to mean "in the presence of a notary or corporate clerk/secretary." Either a notary or corporate clerk/secretary **can** authenticate the form; only one (1) is **required**. Organizations whose corporate clerks/secretaries authenticate this form are not **required** to obtain a Corporate Seal to complete this document.

1.51 Additional Environmentally Preferable Products/Practices - Attachment O

In line with the Commonwealth's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders **must** complete this form (see Attachment O) and submit it with their RFR Response.

1.52 Prompt Payment Discount Form - Attachment K

Download this form and complete as directed; include with submission. Ink signature is not **required**, (see Attachment K). Pursuant to the Prompt Payment Discount terms set forth in this RFR **Required** Specifications for contracts and on the Prompt Payment Discount Form (Attachment K) itself, all Bidders **must** execute this form. After entering the "Bidder Name" and "Date of Offer for Prompt/Early Payment Software Application and Its Supporting Systems for Mobile Devices - COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000002340 - MSLC Document Number: RFR LOT #1503

Discount”, the Bidder **must** identify the prompt payment discount(s) terms by indicating the “Percentage

Discount off of the Proposed Pricing” and the “Turn-around-time for Payments.” In the event of a hardship that prevents the Bidder from offering a prompt payment discount, the Bidder **must** document this fact and provide supporting information. If awarded a contract, the final negotiated prompt payment discounts **should** be reflected on the Commonwealth Standard Contract Form.

1.53 Business Reference Form – Attachment F

Download this form and complete as directed; include with submission. Ink signature is not **required**, (see Attachment F). Bidders **must** provide all requested information on this form for three (3) SST/PMT business references. In completing this form, note that the “Bidder” is the name of the company submitting a Quote/Response in response to this RFR and the “RFR Name/Title” and the “Agency Document Number” **can** be found on the cover of the RFR document and in the Short Description field in the Header Information of the Bid record in COMMBUYS. Also, please note that: “Reference Name” is the name of the organization (if not applicable, then name of the individual) that is providing the reference; “Contact” is the name of the individual inside the organization that **will** provide the reference; and the “Address,” “Phone Number,” and “Fax/Internet Address” are those of the “Contact” so that the SST/PMT may be able to reach them.

1.54 Invest in Massachusetts Data Form (MA Data Form) – Attachment J

Download this form and complete as directed; include with submission. Ink signature is not **required**. Bidders **must** execute and submit an Invest in Massachusetts Data Form (the “IMD Form”). Attachment J. Bidders, regardless of their certification status, are **required** to complete Parts I and II of the IMD Form in order to be deemed responsive and eligible for consideration, (see Attachment J – Invest in Massachusetts Data Form).

1.55 Commonwealth of Massachusetts State Lottery Commission’s Disclosure Statement – Attachment L

Download this form and complete as directed; include with submission. Ink signature is not **required**. Bidders **must** execute and complete with an accurate responses. In the event any information changes regarding these responses, the MSLC **must** be notified via email to the Commonwealth Contract Manager in (writing) immediately (see Attachment L – Commonwealth of Massachusetts State Lottery Commission’s Disclosure Statement).

1.56 Certification of Compliance Concerning Personal Information and Personal Data Form – Attachment M

Download this form and complete as directed; include with submission. Ink signature is not **required**. Bidders **must** read, complete, and sign the Certification of Compliance Concerning Personal Information and Personal Data (see Attachment M).

1.57 Enterprise Policy and Standards

The successful Bidder’s delivery of IT systems and applications should, in principal, conform to the Commonwealth’s Enterprise Information Technology Policies, Standards and Procedure in keeping with appropriate security protocol as well as the MSLC technology standards, requirements and procedures, including but not limited to data security and privacy requirements enumerated herein, and any

additional procedures, standards and/or requirements relating hereto in furtherance of the purpose for which this QUOTE/BID RESPONSE is offered; noncompliance may constitute a breach of this Contract. The MSLC may choose to require Bidders at the Bidder's cost, to re-engineer the system for the purpose of bringing it into compliance with the MSLC's policies, standards, and procedures.

1.58 Request for Response (RFR) – Attachments/Forms

It **shall** be the Bidder's responsibility to read this entire document, review all referenced attachments, and comply with all requirements. Bidders are responsible for reviewing COMMBUYS for all the listed specifications and the **required** attachments/forms that **should** be submitted with this RFR Response (in order to be considered for selection). Any change or electronic alteration to the official version of these forms is not permitted and **will** not be accepted. Failure to submit the **required** attachments/forms with this RFR Response as specified, **will** be considered sufficient grounds for rejection of a Bidder's Response. Specific instructions for completing these documents are included on the forms.

1. Attachment A – Commonwealth Terms and Conditions [Two (2) Pages].
2. Attachment B – Standard Contract Form [Five (5) Pages including the Standard Contract Form (One [1] Page) and Instructions (Four (4) Pages)].
3. Attachment C – Cost Table [Seven (7) Pages].
4. Attachment D – W-9 Request for Verification of Taxation Reporting Information [Two (2) Pages].
5. Attachment E – Certificate of Compliance [One (1) Page].
6. Attachment F – Business Reference Form [Two (2) Pages].
7. Attachment G – Supplier Diversity Plan (SDP) Forms [Three (3) Forms].

SDP Plan Form #/Name	Submitted By	When Submitted
SDP Plan Form #1 – SDP Plan Commitment	All Bidders	With Bid Response.
SDP Plan Form #2 – Declaration of SDP Partners	Newly Awarded Contractors	Within thirty (30) days of contract execution.
SDP Plan Form #3 – SDP Spending Report	Contractors	Within forty-five (45) days of the end of each quarter.

8. Attachment H – Contractor Authorized Signatory Listing [Two (2) Pages]. **Required** for Contracts anticipated to exceed fifty thousand dollars (\$50,000), or as **required** by this RFR.
9. Attachment I – Authorization for Electronic Funds Transfer (EFT) Payments [One (1) Page].
10. Attachment J – Invest in Massachusetts Data Form [Two (2) Pages].

11. Attachment K – Prompt Pay Discount Form [One (1) Page].
12. Attachment L – Commonwealth of MSLC’s Disclosure Statement [Three (3) Pages].
13. Attachment M – Certification of Compliance Concerning Personal Information and Personal Data Form [One (1) Page].
14. Attachment N – Certificate of Compliance Concerning Conflicts of Interest [One (1) Page].
15. Attachment O - Additional Environmentally Preferable Products/Practices [Two (2) Pages].
16. Attachment P – Summary of All Requirements by Category [Six (6) Pages].

Please note: Attachments A, B, C, D, E, F, G, H, I, J, K, L M, N, O, and P are available in electronic form at www.COMMBUYS.com

1.59 COMMBUYS

All responses **will** be posted to COMMBUYS. COMMBUYS is the Commonwealth’s state-of-the-art electronic Market Center supporting online commerce between government purchasers and business (see www.COMMBUYS.com).

Bidders **should** be advised that only written responses from the MSLC **will** be binding on the MSLC, the PMT encourages the Bidder to submit written inquiries (by the **required** due date) in cases where a clear and binding response may be **required**.

1.60 Bid Opening Date/Time (Deadline for Quote/Response)

Quotes/Responses are due no later than **January 7, 2015 at 1:00 p.m.** and must be submitted to COMMBUYS (COMMBUYS@state.ma.us) as directed. In addition to the required official submissions in COMMBUYS the Bidder must also submit the Quote/Response (1) original, eight (8) paper copies, and one (1) removable media (USB stick/flash drive) excluding the Cost Table (Attachment C). A disk of the Bidder’s Quote/Response and attachments must be delivered in the same sealed package no later than the date and time shown on the Procurement Calendar. The Cost Table - (Attachment C) must be submitted separately in a separate sealed envelope and clearly mark it “BID: Software Application and Its Supporting Systems for Mobile Devices - COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000002340 - Cost Table – Attachment C” with a separate removable media format included. Do not put any cost related information in the main portion of the response. All cost related information, either direct, or that can be derived, must only be in the cost proposal portion of the response. Failure to adhere to these requirements may result in the disqualification of the bid. Quote/Response and attachments received after this deadline will not be evaluated. A facsimile Quote/Response will not qualify as a “submission” for deadline purposes in advance of or in lieu of a hard copy submission. The MSLC requires mail or personal delivery, hard copies, sealed responses, no faxed or electronic responses.

Quote/Response and attachments **must** be delivered to:

Software Application and Its Supporting Systems for Mobile Devices - COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000002340 - MSLC Document Number: RFR LOT #1503

Jacqueline S. Kassis
Massachusetts State Lottery Commission
60 Columbian Street
Braintree, MA 02184

Bids must be clearly marked "Bid: Software Application and Its Supporting Systems for Mobile Devices - RFR LOT # 1503 - COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000002340".

Important: Bids enclosed in FedEx or UPS type shipping packages **must** be clearly marked with the bid number and title on the outer most container in order to be distinguished from regular delivery items. For a bid to be responsive, MSLC personnel **must** receive it prior to the bid due date and time.

COMMBUYS is the only official procurement record system for the Commonwealth of Massachusetts. Quote/Response submitted in COMMBUYS **will** supersede all hard copy Quote/Response received via mail or personal delivery.

Upon confirmation, Bidders **must** send a validation email with the COMMBUYS confirmation email to Lotteryprocurement@masslottery.com.

*The MSLC **will not** be responsible for improperly marked Quote/Response. Late Quote/Response **will not** be considered by the MSLC.*

1.61 Glossary

In addition to the definitions found in [801 CMR 21.00](#), which apply to all procurements for goods and services, the definitions found below apply to this Solicitation. Those definitions below designated with an asterisk ("*") are Quote/Response directly from 801 CMR 21.00 and are included below for quick reference purposes.

Agency - See Department.

Authorized Person – Means the service provider's employees, contractors, subcontractors or other agents who need to access to Massachusetts State Lottery's data to enable service provider to perform services **required**.

Bid – While a bid may generally refer to an offer or response SUBMITTED TO response to a Solicitation or Request for Response (RFR), in COMMBUYS, a "bid" refers to the solicitation, RFR or procurement.

Bidder* - An individual or organization proposing to enter into a contract to provide a Commodity or Service, or both, to or for a Department or the State.

Bidder - An individual, corporation or other entity engaged in the business of supplying Software Application and Its Supporting Systems for Mobile Devices and related goods and services who has submitted a Quote/Response to this RFR solicitation and/or the individual, corporation or other entity that is awarded a contract as a result of this procurement.

CMR - Code of Massachusetts Regulations.

Commencement Date - Date of the execution of Commonwealth Standard Contract.

Commonwealth Contract Manager – See/Strategic Sourcing Services Lead/PTL.

Contract * - A legally enforceable agreement between a Contractor and a Department. ANF, OSD, and CTR **shall** jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments **shall** use to document the Procurement of Commodities or Services, or both. COMMBUYS refers to contract records as “Purchase Orders” or “Blanket Purchase Orders.”

Contractor * - An individual or organization which enters into a contract with a Department or the State to provide Commodities or Services, or both.

Contractor Contract Manager – The individual designated by the Contractor to interface with the Commonwealth.

Department – For the purposes of this Solicitation, the terms “Department,” “Eligible Entity,” “Agency,” “Commonwealth Agency,” and “Contracting Department” include all entities listed in the Eligible Entities section of this RFR. COMMBUYS refers to such entities as “Organizations.”

Eligible Entity – See Department.

Environmentally Preferable Product (EPP) – A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxic materials either disposed of or consumed.

Evaluation – The process, conducted by the Strategic Sourcing Team/Procurement Management Team, of reviewing, scoring, and ranking the submitted Quote/Response related to this Bid.

Fiscal Year – The year beginning with July first (1) and ending with the following June thirtieth (30) as defined in M.G.L. Chapter 4, § 7. This may also be referred to as the “State Fiscal Year.”

*For the purposes of this RFR, the following definitions **shall** also be used. These definitions are based on industry standard terminology as well as internal MSLC terms. These definitions are not meant to indicate a preference to any manufacturer or provider.*

FY – See Fiscal Year.

M.G.L. - Massachusetts General Laws.

MMARS - The Massachusetts Management Accounting and Reporting System established by the Office of the Comptroller pursuant to M.G.L. Chapter 7A, § 7. All payments to Contractors are processed and recorded in MMARS. Contractors are listed in a Bidder file in MMARS by their tax identification number.

MSLC - Massachusetts State Lottery Commission.

Organization – See Department.

Procurement Team Leader (PTL) – See Strategic Sourcing Services Lead.

PTL – See Procurement Team Leader.

Purchasing Entity – Same as “Eligible Entity.”

Quote/Response – Generally refers to the offer Submitted to response to a Bid or Request for Response (RFR).

Request for Response (RFR) * – The mechanism used to communicate Procurement specifications and to request Quote/Response from potential Bidders. An RFR may also be referred to as a “Bid” or “Solicitation.”

Response – The Bidder’s complete submission (or “Quote/Response as referenced in COMMBUYS) in response to a Solicitation, in other words, a “Bid” or “Proposal.”

Solicitation – See Request for Response (RFR).

SSSL/PTL – See Strategic Sourcing Services Leader.

SST/PMT – See Strategic Sourcing Team.

Statement of Work (SOW) – Also herein referred to as the specifications, a written statement in a solicitation document or contract that describes the Massachusetts State Lottery service needs and expectations.

Strategic Sourcing Services Leader or Procurement Management Lead (SSSL/PTL) - Individual designated by the procuring Department to lead the Strategic Sourcing Team or Procurement Management Team and the solicitation and resulting contract. In some agencies SSSLs/PMLs are referred to as “Procurement Team Leader (PTL).” COMMBUYS Refers to the SSSL in the Header Information section of a Bid as the “Purchaser.”

User-Friendly - Such that the mobile software application performs, quickly, with clear and intuitive directions requiring limited keystrokes and input, and with an appealing visual display. It **will** not allow the MSLC player(s) to purchase tickets.

2 Technical and Business Specifications

2.1 Device Compatibility and Availability

It is **mandatory** that the mobile software application operate within the Apple iOS and Google Android operating systems and function on the major hardware devices e.g. iPhone, iPad, Samsung, HTC that support these two (2) operating systems. It is **highly desirable** that it work within other operating systems and on other hardware devices.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

☐ *Our firm agrees that the mobile software application will operate within the Apple iOS and Google Android operating systems, and function on the major hardware devices e.g. iPhone, iPad, Samsung, HTC that support these two (2) operating systems.*

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

☐ *Our firm agrees that it **will** meet the **highly desirable**, the mobile software application **will** operate on other systems and on other hardware devices.*

If able to meet this highly desirable, provide details of this process.

[Insert response here:]

☐ *Our firm is unable to meet this **highly desirable**.*

It is **mandatory** that the Bidder secure all necessary rights and licenses to offer the mobile software application for each of the platforms of the operating systems proposed.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

☐ *Our firm agrees that it **will** secure all necessary rights and licenses to offer the mobile software application for each of the platforms of the operating systems proposed.*

It is **mandatory** that the mobile software application be available for download by users through the Apple App Store and Google Play. It is **highly desirable** that the mobile software application be available through other distribution entities or methodologies.

Note: By checking the box your business confirms that the submitted Quote/Response meets this requirement.

☐ Our firm agrees that the mobile software application **will** be available for download by users through the Apple App Store and Google Play.

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

☐ Our firm agrees that it **will** meet the **highly desirable**, the mobile software application **will** be available through other distribution entities or methodologies.

If able to meet this **highly desirable**, list or explain other ways users **can** get the mobile software application.

[Insert response here:]

☐ Our firm is unable to meet this **highly desirable**.

It is **highly desirable** that the mobile software application be capable of being acquired by users through a website hyperlink.

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

☐ Our firm agrees it **will** meet the **highly desirable** the mobile software application **will** be available through a website hyperlink. Please explain how this methodology would work.

[Insert response here:]

☐ Our firm is unable to meet this **highly desirable**.

It is **highly desirable** that the mobile software application be capable of being acquired by users through QR codes.

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

☐ Our firm agrees that it **will** meet the **highly desirable**, the mobile software application **will** be available to users through QR codes.

If able to meet this highly desirable, provide details of this process.

[Insert response here:]

☐ Our firm is unable to meet this **highly desirable**.

2.2 User Experience

It is **mandatory** that the mobile software application allow users to view draw results, both as animations and in a readable format, on their devices. It is **mandatory** that the mobile software application allow users to view another KENO or Jackpot Poker draw result once they are done viewing their requested game(s).

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

☐ Our firm agrees that the mobile software application will allow users to view drawing results, both as animations and in a readable format, on their devices.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

☐ Our firm agrees that players **will** be able to view another KENO or Jackpot Poker draw result once they are done viewing their requested game(s). Please explain how this **will** be accomplished and give an example of what the screen(s) **will** look like.

[Insert response here:]

It is **highly desirable** that the mobile software application be user-friendly such that it performs quickly, with clear and intuitive directions requiring limited keystrokes and input, and with an appealing visual display.

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

☐ Our firm agrees that it will meet the **highly desirable** requirement by having the mobile software be user-friendly such that it performs quickly, with clear and intuitive directions requiring limited keystrokes and input, and with an appealing visual display.

If able to meet this highly desirable, provide an example.

[Insert response here:]

☐ Our firm is unable to meet this **highly desirable**.

It is **highly desirable** that the draw results be available on the mobile software application approximately two (2) minutes after each game has been drawn and continue to be accessible at any future time.

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

☐ Our firm agrees that it will meet the **highly desirable** by having the draw results available to players approximately two (2) minutes after each game has been drawn.

☐ Our firm is unable to meet this **highly desirable**.

It is **highly desirable** that the user interface adjust itself when the device orientation is changed.

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

☐ Our firm agrees that it will meet the **highly desirable** by providing user interface that adjusts itself for when the device orientation is changed. Please explain what functionality, if any, would differ based on what the device orientation is.

[Insert response here:]

☐ Our firm is unable to meet this **highly desirable**.

It is **highly desirable** that the user interface perform according to device and operating system platform standards, i.e. standard mobile software application behaviors for iOS, Android, or any other operating system supported, and for the hardware devices running these operating systems, where applicable.

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

☐ Our firm agrees that it will meet the **highly desirable**, the user interface will perform according to device and operating system platform standards where applicable.

☐ Our firm is unable to meet this **highly desirable**.

It is **desirable** that the mobile application, when showing draw results in a readable format, at the user's option, indicate, for KENO, the winning numbers found in the user's wager board numbers, and for Jackpot Poker, the user's wager board numbers in the winning card set.

Note: By checking the appropriate box your business confirms that the desirable will or will not be met.

- ☐ Our firm agrees that it will meet the **desirable** by highlighting the user's numbers among the winning numbers displayed, when a readable format is requested. If able to meet this **desirable**, provide details of this process.

[Insert response here:]

- ☐ Our firm is unable to meet this **desirable**.

2.3 Graphics

It is **highly desirable** that the mobile software application draw result graphics of our classic KENO and Jackpot Poker games be equal to or better than the graphics seen at the MSLC agent locations. It is **mandatory** that the Bidder submit an example of one of its mobile software application products that demonstrates the level of graphics it **will** provide, and also provide the MSLC with any needed emulator or mechanism to view this example.

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

- ☐ Our firm agrees that it will meet the **highly desirable** by delivering result/drawing graphics of the classic KENO and Jackpot Poker games that are equal to or better than the graphics seen at the MSLC agent locations.
- ☐ Our firm is unable to meet this **highly desirable**.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ Our firm agrees that it **will** meet this requirement by submitting a sample mobile software application product that demonstrates the level of graphics it **will** provide, and also provide the MSLC with any needed emulator or mechanism to view this example.

[Insert response here:]

It is **mandatory** that the mobile software application use only the current KENO, Jackpot Poker, and the MSLC logos.

Note: By checking the box your business confirms that the submitted Quote/Response meets this requirement.

- ☐ Our firm agrees that the mobile software application **will** use only the current the MSLC logos.

2.4 Ticket Scanning Capabilities

It is **highly desirable** that the mobile software application allow users to scan their wager slip so that the scan **will** retrieve the corresponding draw results. The MSLC wager slips have either a proprietary barcode called Z-code or an Interleaved two (2) of five (5) barcode (barcodes include a continuous-day counter value, serial number, and product ID number).

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

- ☐ *Our firm agrees that it will meet the **highly desirable** by allowing users to scan their wager slip so that the scan will retrieve the corresponding drawing results. If able to meet this **highly desirable**, provide details of this process.*

[Insert response here:]

- ☐ *Our firm is unable to meet this **highly desirable**.*

It is **highly desirable** that the mobile software application use the game number associated with each KENO or Jackpot Poker drawing that is printed on each ticket to get the draw results. It is **highly desirable** that for a wager slip containing multi-draw wagers, the mobile software application capture the range of game numbers on the wager slip and display the results one after another. It is **desirable** that the mobile software application give the user an option between draw result displays to continue viewing or to stop viewing the results.

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

- ☐ *Our firm agrees that it will meet the **highly desirable** by using the game number associated with each KENO or Jackpot Poker drawing that is printed on each ticket to get the drawing results. Please explain how this **will** be accomplished.*

[Insert response here:]

- ☐ *Our firm is unable to meet this **highly desirable**.*

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

- ☐ *Our firm agrees that it will meet the **highly desirable** by capturing the range of game numbers on the wager slip and displaying the results one after another.*

- ☐ *Our firm is unable to meet this **highly desirable**.*

Note: By checking the appropriate box your business confirms that the desirable will or will not be met.

☐ *Our firm agrees that it **will** meet the **desirable** by allowing users the option between draw result displays to continue viewing or to stop viewing the results.*

☐ *Our firm is unable to meet this **desirable**.*

2.5 User Required Registration, Acceptance of Terms and Conditions and Legal Notices

It is **mandatory** that the mobile software application, upon first use, perform a dialog for viewing and accepting the MSLC terms and conditions to use the mobile software application and require the user to input an email address. It is **mandatory** that the email address be confirmed as a legitimate email address and be transferred to the MSLC system for storage. It is **mandatory** that unacceptance of the terms and conditions result in the mobile software application ceasing operation and closing so that if opened again, the terms and conditions would still need to be accepted and an email address would still need to be entered. It is **mandatory** that the user have an option in the mobile software application to view the terms and conditions at any time.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

☐ *Our firm agrees that the mobile software application, upon first use, **will** perform a dialog for the viewing and acceptance of the MSLC terms and conditions to use the mobile software application and require the user to input a legitimate email address.*

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

☐ *Our firm agrees that the email address **will** be confirmed as a legitimate email address and be transferred to the MSLC system for storage.*

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

☐ *Our firm agrees that that unacceptance of the terms and conditions **will** result in the mobile software application ceasing operation and closing so that if opened again, the terms and conditions **would** still need to be accepted and an email address **would** still need to be entered.*

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

☐ *Our firm agrees that that users **will** have the option to view the terms and conditions at any time.*

The Bidder **must** include a Terms and Uses for the end user to accept upon the mobile software application platform which, in part, **will** contain the following or similar language, in such form as approved by the MSLC:

Restriction on use - This mobile software application is owned/operated by the Massachusetts State Lottery Commission and contains material which is derived in the whole or in part from material supplied by vendor(s) and is protected by copyright and trademark law. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way material from this mobile software application including code and software. You may download from this mobile software application for your personal, non-commercial use only, provided you keep intact all copyright and proprietary notices.

This mobile application may utilize GPS and Wi-Fi technology in order to determine your position when user requests agent location information. The user hereby confirms its knowledge and assents to the transmission of data from the user's smartphone which costs, if any charged by the mobile carrier, **will** be borne by user.

Intellectual Property - Trademarks, trade names, service marks and logos used or displayed on this mobile application are registered and unregistered trademarks, trade names and service marks of the MSLC. Nothing contained on this mobile software application grants or should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this mobile software application without the written permission of the MSLC.

Under no circumstances, including, but not limited to, negligence **shall** the MSLC be liable for any direct, incidental, special or consequential damages that result from the use of, or the inability to use this mobile software application. You specifically acknowledge and agree that the MSLC is not liable for any defamatory, offensive or illegal conduct of any user.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

☐ *Our firm agrees that it **will** include a Terms and Uses for end user to accept upon the mobile software application platform which, in part, **will** contain the above or similar language, in such form as approved by the MSLC as listed above.*

The Bidder **must** include on the opening screen the copyright language, or similar, in such form as approved by the MSLC: Copyright 2014 [or applicable year] Massachusetts State Lottery Commission, all rights reserved:

Any links and pointers to non-Lottery sites or mobile software applications are provided for information only and do not constitute an endorsement, expressed or implied, by the Lottery, their suitability, content, products, or services nor privacy practices.

Disclaimer: The information in this mobile software application and third-party sites or mobile software applications is provided “as is” and without warranties of any kind, either express or implied, including but not limited to, and in compliance with applicable laws, implied warranties of merchantability and fitness for a particular purpose, and that this application **will** function uninterrupted, or error-free, all defects corrected or that this mobile software application or its server are free of viruses or other harmful components. The MSLC does not warrant or make any representations regarding any use of or result of the use of the information in this mobile software application. The information in this mobile software application is believed to be accurate, but if you have any questions about the winning numbers, contact the MSLC at (781) 848-7755 or visit your nearest MSLC agent or the MSLC office for the official winning numbers.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that it **will** include on the opening screen the copyright language, or similar, in such form as approved by the MSLC: Copyright 2014 [or applicable year] Massachusetts State Lottery Commission, all rights reserved.*

The Bidder **must** provide a Legal Notice and Privacy Policy screen(s), which, in part, **will** contain the following or similar language:

Your privacy and the security of your personal information is important to us. The MSLC attempts to protect your privacy to the extent permitted by law. This mobile software application collects voluntary information which may be used to identify you and may collect and store your Internet Protocol (“IP”) address (which does not identify you as an individual), a hardware identification number or any other value that is specific to the device the mobile software application is running on, as well as the date and time of your visit. The MSLC uses this information to assess the frequency of usage. The MSLC **will** not attempt to match any personally identifiable information unless relevant and material to a criminal investigation or compulsory legal process.

The MSLC does not sell any information collected and there is no direct or online public access to the information.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that it will provide a Legal Notice and Privacy Policy screen(s), which, in part, **will** contain language listed above or similar.*

2.6 Updates

It is **mandatory** that the mobile software application be capable of being updated when necessary and that users be made aware on their mobile device that an update is available for download.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that the mobile software application **will** be capable of being updated when necessary and that users **will** be made aware on their mobile device that an update is available for download.*

2.7 Additional Functionality

It is **mandatory** that the mobile software application contain or be capable of containing a hyperlink to the MSLC website.

Note: By checking the box your business confirms that the submitted Quote/Response meets this requirement.

- ☐ *Our firm agrees that the mobile software application **will** contain or be capable of containing a hyperlink to the MSLC website*

It is **mandatory** that the mobile software application have the capability to take in user input and opinion on the mobile software application performance and experience, e.g. a “Rate This Application” dialog.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that the mobile software application **will** have the capability to take in user input and opinion on the mobile software application performance and experience, e.g. a “Rate This Application” dialog.*

It is **mandatory** that the mobile software application have the capability to provide notifications to the user via the operating system specific process. Please explain what notifications **could** exist.

Note: By checking the box your business confirms that the submitted Quote/Response meet this requirements.

- ☐ *Our firm agrees that the mobile software application **will** have the capability to provide notifications to the user via the operating system-specific process. If able to meet this mandatory, please explain what notifications **could** exist.*

[Insert response here:]

It is **desirable** the mobile software application have other functionality, including viewing historical data from previous MSLC drawings, directions on how to play the MSLC games, and using GPS technology to instruct users of where the MSLC retailers are located.

Note: By checking the appropriate box your business confirms that the desirable will or will not be met.

☐ *Our firm agrees that it will meet this **desirable**, the mobile software application will have other functionality, including viewing historical data from previous MSLC drawings, directions on how to play the MSLC games, and using GPS technology to instruct users of where the MSLC retailers are located.*

☐ *Our firm is unable to meet this **desirable**.*

2.8 Monitoring, Reporting and Data Access Capabilities

It is **mandatory** that the MSLC be capable of monitoring data usage of the mobile software application and have the ability to create statistical reporting to analyze that data. It is **highly desirable** that data generated from or existing in the mobile software application and its supporting system or back-end, i.e. any modified or additional hardware or software, data sources, etc. integrated into the MSLC system, be completely open to the MSLC for import or export, in piecemeal or in its entirety, without interference, at the sole discretion of the MSLC. Please explain what statistics **will** be available, how the MSLC would see this data and how accessible the data would be.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

☐ *Our firm agrees that the MSLC will be capable of monitoring data usage of the mobile software application and have the ability to create statistical reporting to analyze that data.*

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

☐ *Our firm agrees that it will meet the **highly desirable**, data generated from or existing in the mobile software application and its supporting system or back-end, i.e. any modified or additional hardware or software, data sources, etc. integrated into the MSLC system, be completely open to the MSLC for import or export, in piecemeal or in its entirety, without interference, at the sole discretion of the MSLC. Please explain what statistics will be available, how the MSLC would see this data and how accessible the data would be.*

[Insert response here:]

☐ *Our firm is unable to meet this **highly desirable**.*

2.9 Performance

It is **mandatory** that the mobile software application be designed to perform with minimal downtime or “crashing,” for all times of the day, both within the mobile device and its supporting system or back-end. If an error does occur, it is **mandatory** that an error-checking methodology be in place.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that the mobile software application **will** be designed to perform with minimal downtime or “crashing,” for all times of the day, both within the mobile device and its supporting system or back-end.*

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that if an error does occur, that an error-checking methodology **will** be in place. Please explain how errors and “bugs” **will** be reported to the MSLC.*

[Insert response here:]

It is **mandatory** that the mobile software application user interface perform eloquently in the event of a “crash” or “bug,” i.e. it identifies the error and lets the user know an error has occurred before instructing the user on how to proceed.

Note: By checking the box your business confirms that the submitted Quote/Response meets this requirement.

- ☐ *Our firm agrees that the mobile software application user interface **will** perform eloquently in the event of a “crash” or “bug,” i.e. it identifies the error and lets the user know an error has occurred before instructing the user on how to proceed.*

2.10 Integration

It is **mandatory** that the mobile software application and its supporting system or back-end integrate with the infrastructure of the MSLC on-line processing system, or “Host,” and/or the MSLC website (see Section 3), as well as any test or development systems that support the MSLC systems. Please explain how the mobile software application and its supporting system or back-end will integrate with the MSLC systems.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that the mobile software application and its supporting system or back-end **will** integrate with the infrastructure of the MSLC online system and/or the MSLC website. Please*

explain how the mobile software application and its supporting system or back-end will integrate with the MSLC systems.

[Insert response here:]

It is **highly desirable** that the mobile software application utilize existing MSLC production data servers and assets as data sources. Please explain what the mobile software application will need for data sources, software and hardware, networking interfaces, etc. to integrate with the MSLC systems. If additional software and/or hardware is required, the Bidder **shall** be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided for the MSLC production environment, test environment and development environment in that the Bidder **shall** supply any new assets, set up those assets to function correctly and transfer full possession of those assets to the MSLC as part of the delivery of the mobile software application. The technical and professional activities **required** for establishing, managing and maintaining the environments are the responsibility of the successful Bidder.

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

☐ *Our firm agrees that it **will** meet the **highly desirable** requirement, the mobile software application **will** utilize existing MSLC production data servers and assets as data sources. Please explain in detail what the mobile application will need for or data sources, software and hardware, networking interfaces, etc. to integrate with the MSLC systems.*

[Insert response here:]

☐ *Our firm is unable to meet this **highly desirable**.*

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

☐ *Our firm agrees it **will** be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided for the MSLC production environment, test environment and development environment in that the Bidder **shall** supply any new assets, set up those assets to function correctly and transfer full possession of those assets to the MSLC as part of the delivery of the mobile software application.*

It is **mandatory** that the mobile software application and its supporting system or back-end contain, if necessary, redundancy functionality and set-up, i.e. duplicated critical-function components so that if one component ceases performance, a mirroring component takes over to avoid any downtime and increase reliability. Please explain in detail if redundancy is needed and what would be in place.

Note: By checking the box your business confirms that the submitted Quote/Response meets these

requirements.

- ☐ *Our firm agrees that the mobile software application and its supporting system or back-end **will** contain, if necessary, redundancy functionality and set-up.*

It is **mandatory** that the Bidder provide reports to the MSLC to monitor the progress of development and testing, formatted, and received through a mechanism later determined by the Bidder and the MSLC. The reports **must** be at regular and mutually acceptable intervals, later determined by the Bidder and the MSLC, as to keep current the MSLC oversight of the project.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees it **will** provide reports to the MSLC to monitor the progress of development and testing, formatting, and receive through a mechanism later determined by the Bidder and the MSLC. These reports **will** be at regular and mutually acceptable intervals.*

It is **mandatory** that the integration of the mobile software application require little or no assistance from MSLC personnel in performance.

Note: By checking the box your business confirms that the submitted Quote/Response meets this requirement.

- ☐ *Our firm agrees that the integration of the mobile software application will require little or no assistance from MSLC personnel in performance.*

2.11 Security

It is **mandatory** that any input and transfer of user information by the mobile software application be securely protected on the mobile device and during transmission of the information to the MSLC system. Please explain how data is securely transmitted and protected at each component of the mobile software application system.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that any input and transfer of user information by the mobile software application **will** be securely protected on the mobile device and during the transmission of the information to the MSLC system.*

It is **mandatory** that the mobile software application communications protocol oblige with all MSLC network security protocol, i.e. firewalls or levels of authentication, where applicable, and that the mobile software application and its supporting system or back-end, in its implementation and performance, do not put the MSLC system at risk to accessibility from outside entities.

Note: By checking the box your business confirms that the submitted Quote/Response meets these

requirements.

- ☐ *Our firm agrees that the mobile software application communications protocol **will** oblige with all MSLC network security protocol, i.e. firewalls or levels of authentication.*

The Bidder **must** in the event of any security incident or data breach, immediately be available to the MSLC. Similarly, if the Bidder becomes aware of a security incident or data breach in performing maintenance of the mobile software application and/or its supporting system or back-end, the Bidder **must** notify the MSLC immediately by contacting the contract manager by telephone and providing a security incident report within twenty four (24) hours. In all instances, the successful Bidder **shall** (1) cooperate with the MSLC as reasonably requested to investigate and resolve the incident or breach, (2) implement necessary remedial measures, if necessary, and (3) document responsive actions.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that in the event of any security incidents or data breaches immediate action will be taken including notifying the MSLC and **will** (1) cooperate with the MSLC as reasonably requested to investigate and resolve the incident or breach, (2) implement necessary remedial measures, if necessary, and (3) document responsive actions.*

It is **mandatory** that the mobile software application interface does not have a direct connection to the MSLC on-line processing system.

Note: By checking the box your business confirms that the submitted Quote/Response meets this requirement.

- ☐ *Our firm agrees that the mobile software application interface **will** not have a direct connection to the MSLC on-line processing system.*

2.12 Testing

It is **mandatory** that the Bidder perform mobile software application testing using industry emulators for each of the operating system platforms supported followed by field testing before delivery to the MSLC. It is **mandatory** that a customer acceptance test period occur and that the Bidder address any issues the MSLC discovers with the mobile software application during this period. Please explain how the mobile software application **will** be able to work within an MSLC test environment and what is necessary to create that test environment.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that it **will** perform mobile software application testing using industry emulators for each of the operating system platforms supported followed by field testing before delivery to the MSLC.*

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that the customer acceptance testing period **will** occur and that it **will** address any issues the MSLC discovers with the mobile software application during this period.*

2.13 Expansion Capabilities

It is **desirable** that the mobile software application development and design allow for expanding the mobile software application functionality in a way that is non-obtrusive to existing source code and logical to the development process so that future growth of the mobile software application is very plausible. Please explain how the mobile software application's development allows for expansion of the mobile software application functionality.

Note: By checking the appropriate box your business confirms that the desirable will or will not be met.

- ☐ *Our firm agrees that it **will** meet the **desirable**, the mobile software application development and design **will** allow for expanding the mobile software application functionality. Please provide details of this process.*

[Insert response here:]

- ☐ *Our firm is unable to meet this **desirable**.*

2.14 Maintenance and Support

It is **mandatory** that maintenance, i.e. updates for the purposes of fixing "bugs" or issues, enhancing functionality with modified or additional features, making changes to accommodate new or updated devices or operating systems, etc., of the mobile software application and its supporting system or back-end, by the Bidder, start with the commencement date of the contract and continue beyond when the mobile software application is accepted and put into the MSLC production setting. The maintenance fee is to be determined subject to successful Quote/Response bid response and **shall** be incorporated herein as if set forth at length upon the commencement date of the contract. Please explain in detail what kind of maintenance program **can** be provided. It is **highly desirable** that maintenance of the mobile software application by the Bidder continue from the time when the mobile software application and its supporting system or back-end is accepted and put into the MSLC production setting until the termination date of the contract and options or any other contract termination hereunder.

It is **mandatory** that the Bidder, upon receiving notice from the MSLC of the need for maintenance, will work with the MSLC to develop a plan and timely schedule for performing maintenance.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that maintenance, i.e. updates for the purposes of fixing “bugs” or issues, enhancing functionality with modified or additional features, making changes to accommodate new or updated devices or operating systems, etc., of the mobile software application and its supporting system or back-end, **will** start with the commencement date of the contract and continue beyond when the mobile software application is accepted and put into the MSLC production setting.*

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

- ☐ *Our firm agrees that it **will** meet the **highly desirable**, the maintenance of the mobile software application by the Bidder will continue from the time when the mobile software application and its supporting system or back-end is accepted and put into the MSLC production setting until the termination date of the contract and options or any other contract termination hereunder.*
- ☐ *Our firm is unable to meet this **highly desirable**.*

It is **mandatory** that if any downtime, “crashing,” or other event occurs during the provided maintenance period that causes the mobile application software and/or its supporting system or back-end to suddenly stop performing, the Bidder, upon receiving notice of the event, **will** immediately work to fix the issue and recover the mobile software application and/or its supporting system or back-end to its normal and full operation and functionality. The Bidder **must** contact the MSLC with a written or verbal status report identifying the issue, giving a diagnosis and stating the plan to implement the fix within four (4) hours of receiving notice of the issue. The Bidder **must** make repairs within one (1) business day; for each day the system does not perform as intended, there **shall** be a credit of ten (10%) percent per day of the monthly maintenance fee to be applied at the next payment period.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that if any downtime, “crashing,” or other event occurs during the provided maintenance period that causes the mobile application software and/or its supporting system or back-end to stop performing it **will** immediately work to fix the issue and recover the mobile software application and/or its supporting system or back-end to its normal and full operation and functionality. It also understands that it **must** contact the MSLC with a written or verbal status report identifying the issue, giving a diagnosis and stating the plan to implement the fix within four (4) hours of receiving notice of the issue. It also agrees that a credit of ten (10%) percent per day of the monthly maintenance fee **will** be applied at the next payment period.*

It is **mandatory** that the supporting system or back-end to the mobile software application be designed and set up so that any maintenance, updates, upgrades, power recycles or other action that stops the

mobile software application and its supporting system or back-end from performing be done during the MSLC system offline hours that occur between 1:20 a.m. and 5:00 a.m.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that the supporting system or back-end to the mobile software application **will** be designed and set up so that any maintenance, updates, upgrades, power recycles or other action that stops the mobile software application and its supporting system or back-end from performing **will** be done during the MSLC system offline hours that occur between 1:20 a.m. and 5:00 a.m.*

It is **mandatory** that all actions of maintenance or work on the mobile software application and its supporting system or back-end be approved by the MSLC prior to performance.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that maintenance or work on the mobile software application and its supporting system or back-end **will** be approved by the MSLC prior to performance.*

It is **mandatory** that the Bidder, in performing any maintenance or work on the mobile software application and its supporting system or back-end, immediately notify the MSLC of any issue, "bug," problem, etc. it comes across during its maintenance performance.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that any maintenance or work on the mobile software application and its supporting system or back-end, that the MSLC **will** be notified immediately of any issue, "bug," problem, etc. it comes across during its maintenance performance.*

2.15 Technology Transfer and Training

It is **mandatory** that the Bidder deliver the software source code assets and development tools to the MSLC, and also provide formal instruction or training on the mobile software application/supporting system or back-end development process and programming to MSLC personnel. It is **highly desirable** that the Bidder include the MSLC personnel in the mobile software application development process and update development processes as part of a technology-transfer instruction process. It is **highly desirable** that the technology-transfer instruction process include on-site training and classes performed by the Bidder and documentation and instruction manuals on the development process, prepared by the Bidder, that are thorough and cover as many aspects of the development process as possible. Please explain in detail the methodology to accomplishing this transfer and performing the training.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees it **will** deliver the software source code assets and development tools to the MSLC, and also provide formal instruction or training on the mobile software application/supporting system or back-end development process and programming to the MSLC personnel.*

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

- ☐ *Our firm agrees that it will meet the **highly desirable**, the technology-transfer instruction process **will** include on-site training and classes as well as documentation and instruction manuals on the development process that are thorough and cover as many aspects of the development process as possible. Please explain in detail the methodology to accomplishing this transfer and performing the training.*

[Insert response here:]

- ☐ *Our firm is unable to meet this **highly desirable**.*

It is **mandatory** that the Bidder provide at least one (1) experienced mobile software application programmer to be available to MSLC personnel for up to ninety (90) days after the technology-transfer instruction process has finished in order to answer questions, reinforce training, and help the MSLC personnel familiarize with and perform the duties of programming the mobile software application.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees that it **will** provide at least one (1) experienced mobile software application programmer to be available to MSLC personnel for up to ninety (90) days after the technology-transfer instruction process has finished in order to answer questions, reinforce training, and assist the MSLC personnel to become familiar with and perform the duties of programming the mobile software application.*

It is **mandatory** that the Bidder provide instruction or training on any operational activities, i.e. any periodic maintenance or procedures that maintain functionality and performance, **required** by the mobile software application and its supporting system or back-end. It is **highly desirable** that this training include on-site classes performed by the Bidder and documentation and instruction manuals on any maintenance processes or procedures, prepared by the Bidder, that are thorough and cover as much of the operational activities as possible. Please explain in detail the methodology to accomplishing this transfer and performing the training.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ *Our firm agrees it **will** provide instruction or training on any operational activities, i.e. any periodic maintenance or procedures that maintain functionality and performance, required by the mobile software application and its supporting system or back-end.*

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

- ☐ *Our firm agrees that it **will** meet the **highly desirable**, training will include on-site classes and documentation and instruction manuals on any maintenance processes or procedures, that are thorough and cover as much of the operational activities as possible. Please explain in detail the methodology to accomplishing this transfer and performing the training. If able to meet this **highly desirable**, provide details of this process.*

[Insert response here:]

- ☐ *Our firm is unable to meet this **highly desirable**.*

It is **mandatory** that the Bidder from time to time advise the MSLC of future industry trends and requirements as part of its communication with the MSLC during development, implementation, training, and the maintenance period of the mobile software application.

Note: By checking the box your business confirms that the submitted Quote/Response meets this requirement.

- ☐ *Our firm agrees that it **will** from time to time advise the MSLC of future industry trends and requirements as part of its communication with the MSLC during development, implementation, training, and the maintenance period of the mobile software application.*

2.16 Time Frame

Upon designation and award, the Bidder and the MSLC **shall** prepare a detailed, mutually satisfactory project implementation plan, including but not limited to obligations, and responsibilities of respective contract managers and technical staffs, specifications documents, and a full timeline. No delivery and acceptance of the mobile software application and its supporting systems **shall** occur unless in writing by the MSLC. It is **highly desirable** that the software application for mobile devices and its supporting system be completed within one hundred eighty (180) days from the commencement date of the contract. If responding Bidders cannot meet the desired timeline, please state the expected completion timeline.

Note: By checking the box your business confirms that the submitted Quote/Response meets these requirements.

- ☐ Our firm agrees that it **will** prepare a detailed, mutually satisfactory project implementation plan, including but not limited to obligations, and responsibilities of respective contract managers and technical staffs, specifications documents, and a full timeline. It also understands that delivery and acceptance of the mobile software application and its supporting systems **shall** not occur unless in writing by the MSLC.

Note: By checking the appropriate box your business confirms that the highly desirable will or will not be met.

- ☐ Our firm agrees that it will meet the **highly desirable**, by providing the MSLC within one hundred eighty (180) days from the commencement date of the contract a completed mobile software application and its supporting systems.

[Insert response here:]

- ☐ Our firm is unable to meet this **highly desirable**. If the highly desired timeline cannot be met, please state the expected completion timeline.

[Insert response here:]

3 MSLC System Specifications

3.1 On-Line Processing

OLTP Hardware Platforms:	HP Alpha 4100
Operating System:	Open VMS v. 6.2
OLTP Application System:	PROSYS v. 5.0
Player-Activated Terminals (PAT) Communications Processing System:	ES Connect 3.9

3.2 Website

Hardware Platforms:	HP DL 360 G5
Operating System:	ESXi 5.0
VM Operating System:	SuSe Linux 11.1
Web Server:	Apache 2.2.10
Source Code Language:	PHP 5.2.14
Database Type:	MySQL 5.0.67