

THE COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS STATE LOTTERY COMMISSION

60 COLUMBIAN STREET
BRAINTREE, MA 02184



Request for Response (RFR)

Document Title:

Network Communications Services

COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000001678

Lottery Document Number: RFR LOT Number (#) 1502

November 4, 2014

Amendment 1 - November 13, 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 AM to 5:00 PM 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) intends to contract for statewide communication network services to serve the existing MSLC Lottery Agents located throughout the Commonwealth. The MSLC requires the migration of its current frame relay service on dedicated leased lines to a communications network that supports GSC proprietary asynchronous multi-drop protocol legacy terminals and can be easily migrated to the next generation Lottery terminals offered by various Lottery terminal manufacturers. This network of services must provide all connectivity to the Lottery Agent premises as well as the MSLC Primary Host Site and Secondary Host Site while supporting the existing transaction volume and time parameters. The MSLC requires that the Bidder provide a network of services that meets or exceeds the specifications of this RFR document and provides no less functionality or performance than what exists today unless otherwise noted in the specific RFR specification.

The MSLC has evaluated communications technologies for its Lottery Agent terminals and has built a pilot project with service provider certified cellular routers at the Lottery Agent locations communicating back to the data centers on an MPLS VPN network. The Lottery has determined that market growth of cellular and M2M innovative technologies, services, and solutions are the best fit for the Lottery's applications. The Lottery plans to take advantage of this pilot to establish the architecture for the Lottery's next system.

The project will include a complete implementation plan as well as furnish labor, supervision, equipment, materials, and supplies necessary to properly and competently install all the network services and support items included in this contract in accordance with the performance thresholds outlined in the RFR

The MSLC is seeking qualified Bidders who are capable of providing a statewide network in accordance with the specifications in this RFR document.

Bidder's response format is limited to six hundred (600) pages using a font size of no smaller than twelve (12) for Section 2 through 4 including all related attachments.

1.2 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.

1.3 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 be drawn from qualified companies which responded to this Bid but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Bid may be reopened to obtain additional Quotes.

1.4 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.

1.5 Acquisition Method

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

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

All term 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. Any contract termination or suspension pursuant to this section **shall not** automatically terminate any leases, rentals, maintenance or other agreements for services already in place unless the department also terminates said leases, rentals, maintenance or other agreements for service, which were executed pursuant to the main contract.

1.7 Contract Duration

The expected duration of this contract is as follows:

Five (5) years (Sixty - 60 months) commencing on the resulting contract start date.

Five (5) options to renew for one (1) year (twelve - 12 months) each. The MSLC **shall** have the option to extend the term of any Contract(s) resulting from this RFR for up to five (5) 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: five (5) years (60 months) with five (5) 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 has expired.

1.8 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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1.9 SST/PMT Estimated Procurement Calendar

EVENT	DATE
Bid Release Date	November 4, 2014 at 5:00 p.m.
Deadline for Submission of Questions through COMMBUYS "Bid Q&A" First (1 st) cycle.	November 18, 2014 at 5:00 p.m.
Official Answers/Response for Bid Q&A published (Estimated) First (1 st) cycle.	November 25, 2014 (Estimated)
Deadline for Submission of Questions through COMMBUYS "Bid Q&A" Second (2 nd) cycle.	December 9, 2014 at 5:00 p.m.

Official Answers/Response for Bid Q&A published (Estimated) Second (2 nd) cycle	December 16, 2014 (Estimated)
Bid Amendment Deadline Bid documents will not be amended after this date.	January 12, 2015 at 5:00 p.m.
Deadline for Quotes/Bid Responses (“Bid Opening Date/Time” in COMMBUYS)	January 13, 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 2015 (Estimated)
Estimated Contract Start Date.	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.

1.10 Evaluation Process and Criteria (Components)

The evaluation process and criterion are designed to select Bid Quotes/Proposals that offer the best value to the MSLC. Only responsive proposals that meet **all Mandatory requirements**, as outlined in the 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 Desirables;
- 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 – including years one [1] through five [5], for scoring purposes).

The SST/PMT may add a scoring category for Oral Presentations if it deems appropriate to assess what is the best value for the Lottery. 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.

1.11 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.

1.12 Highly Desirable and Desirable Specifications

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

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.

1.13 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 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 achieve the goals of the procurement.

1.14 Cost Table

Cost Tables (see Attachment C) the Cost Table must be fully completed. The Cost Table must be SUBMITTED TO COMMBUYS as a separate confidential file “clearly named”: “Cost Table – Attachment C”. Compensation will be based solely on the cost tables or catalogs supplied by the Bidder, accepted by the SST/PMT. Cost tables (Attachment C) 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 (refer to Appendix 1 for specifics and the Cost Table Attachment C).

Costs which are not specifically identified in the Bidder's response and accepted by a department as part of a contract, **will not** be compensated under any contract awarded pursuant to this RFR. The Commonwealth **will not** be responsible for any costs or expenses incurred by Bidders responding to this RFR See Attachment C – Cost Tables).

1.15 Costing Alternatives

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

1.16 Labor rates - Prevailing Wage

All or part of the service(s) available under this RFR and resulting contract and any subsequent extensions may require the payment of prevailing wages pursuant to G.L. c. 149, Sections 26 through 27D (construction); Section 27F (trucks, vehicles and other equipment performing public works functions (non-construction); Section 27G (moving office furniture) and 27H (state cleaning contracts). The Department of Labor Standards (DLS) at www.mass.gov/dols **will** provide the prevailing wages. In addition, bidders and proposers **must** agree to comply with the Prevailing Wage Law, as administered by the DLS. Questions regarding the Prevailing Wage Law may be answered by accessing the DLS website at www.mass.gov/dols or by calling the DLS Prevailing Wage Program at (617) 626-6953.

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 Lottery. 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 response(s) which demonstrates the best value overall, including proposed alternatives, which will achieve the procurement goals of the department. The SSTPMT 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 or Bidder’s response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder’s or Bidder’s original response.

1.19 Electronic Quote 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 Questions and Answers (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 based on an out-of-date Bid or on information received from a source other than COMMBUYS.

Bidders are advised that MSLC (1) restricts submission of written questions to the Bid Q&A tool and (2) requires all responses 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 in response to a Bid unless the Bid authorizes Multiple Quote submissions. If you submit multiple quotes in response to a bid that does not allow multiple quotes, 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 (previously referred to as 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) Bidder understands and acknowledges 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, successful Bidders **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 to Lotteryprocurement@masslottery.com.

Please note: that any 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 based on an out-of-date Bid or on information received from a source other than COMMBUYS.

1.22 Company Certifications and Affiliations

- Company affiliations
- Statutory, certification and license requirements
- Company Experience
- Business background
- Years in business;
- Years in the industry of the Bid;
- Organizational chart.

- Financial Stability Including Bankruptcy, Litigation and Contract Defaults (see Appendix 1 for questions).
- Most current audited annual financial statements;
- Gross annual revenue for most recently completed fiscal year;
- Last bankruptcy and current/pending litigation;
- Defaults on contracts;
- Current days to pay (supplier invoices);
- Date of last order.

1.23 References and Reference Information and/or Requirements (see Appendix 1 for questions).

- Largest customers in MA if applicable;
- Largest state government customers if applicable;
- Bidders must complete the Business Reference Form (Attachment F) complete 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 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.

1.24 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department 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 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, the Bidder certifies that the Quote has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding or planned common course or action with any other Bidder of the commodities and/or services described in the 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 and services (EPPs) 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. Please refer to Appendix 1 for additional information.

1.27 Security and Confidentiality

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). The Bidder **must** also establish minimum security requirements. The Contractor **shall** comply fully with all security procedures 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 Contractor 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 (see Appendix 1 for questions).

1.28 Audit

During the term of this Agreement and for a period of six (6) years thereafter, Massachusetts State Lottery Commission (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 Agreement. If such an audit indicates that Contractor has materially overcharged MSLC, then the contractor **shall** remit the overcharged amount and be responsible for payment of any costs associated with the audit.

1.29 Required Submissions

- 1) Bidders **must** provide a detailed narrative description of the work.
- 2) 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. The Selected Bidder **shall** commit to providing a team and a team lead for the MSLC. If the Team Lead(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.
- 3) 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.
- 4) Bidders **must**, if applicable, list and describe all litigation (including outcome) for the last five (5) years which 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/former employee(s) during their term of employment with the Bidders. This **must** include, but not be limited to, actions of perjury, bribery, corruption, conflict of interest, larceny, environmental violation, and other civil and/or criminal actions which would be contrary to the accepted conduct of a Vendor working in partnership with a State Agency. 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: the most current audited annual financial statements, gross annual revenue for the most recently completed fiscal year, last bankruptcy and current/pending litigation, defaults on contracts, current days to pay, date of last order, etc., as appropriate.
- 5) Bidders **must** provide Financial Statements (audited if available) from the last three (3) complete years.
- 6) Bidders **must** submit the Cost Table see Attachment C via a separate confidential file in COMMBUYS "clearly named": "Cost Table – Attachment C".
- 7) Bidders **must** describe the format they intend to use to invoice the Lottery. The invoices **must** provide the Lottery with easily understood information to be able to properly and completely monitor project status relative to payments. This **must** include, but not be limited to: MSLC Reference Number, Contract Number, dates of service, a unique Invoice Number, specific tasks, etc. (Electronic submission of invoices is acceptable to the MSLC's Finance Accounts Payable Division upon request of the format).

1.30 Contract Requirements

To be eligible for contract award, a Bidder must meet the following qualifications:

1. 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.
2. 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.
3. Bidders **must** have been in a business similar to that described in this RFR for a minimum of five (5) years and have the demonstrated experience and capacity to handle the requirements herein.
4. Bidders **must** provide the retained clients retention rate (retained clients) for the last three (3) years.
5. Bidders **must** provide a minimum of three (3) references from the past three (3) years for which work has been performed preferably similar in scope and size to that specified in this RFR (See Attachment F - Business Reference Form).
6. **Must** include a statement that the Bidder has read and understands the technical and business specifications of this RFR and agrees that its Quote meets all the technical and business requirements of this RFR.
7. **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.

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.

1.31 General Procurement Information

1.31.1 Alterations

Bidders may not alter (manually or electronically) the Bid language or any Bid component files, except as directed in the 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.

1.31.2 Ownership of Submitted Quotes

The SST/PMT **shall** be under no obligation to return any Quotes 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 the right to use any ideas, concepts, or configurations that are presented in a Bidder’s Quote, whether or not the Quote is selected for contract award.

Quotes 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 CD or DVD, as a backup.

1.32 Commonwealth Tax Exemption

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

1.33 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 Contract Manager by email immediately, using the address located in the Header Information of the Purchase Order or Master Blanket 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 e-mail communications between the Bidder and the SST/PMT to be lost or rejected by any means including email or spam filtering.

1.34 Publicity

Any Contractor awarded a contract under this Bid is prohibited from selling or distributing any information collected or derived from the contract, including lists of participating Eligible Entities, Commonwealth employee names, telephone numbers or addresses, or any other information except as specifically authorized by the SST/PMT.

Quote Content. Bid specifications for delivery, shipping, invoicing and payment **will** prevail over any proposed Bidder terms entered as part of the Quote, unless otherwise specified in the Bid.

1.35 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 (www.mass.gov/osc). Click on MASSfinance.

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 this department 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** consider such requests on a case-by-case basis and communicate the findings with the Bidder.

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

3. Public Records. All responses and information SUBMITTED TO response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 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 RFR information in an alternative format, **must** communicate such requests in writing to the contact person. Requests for accommodation **will** be addressed on a case by case basis. A Bidder requesting accommodation **must** submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for the RFR. The SST/PMT reserves the right to reject unreasonable requests.

5. Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

6. Subcontracting Policies. Prior approval of the department is **required** for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also **required** to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

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 the 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 \$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 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 \$150,000.

Unless otherwise specified in the 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:

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
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Supplier Diversity Program (SDP) Resources:

- Resources available to assist Prime Bidders in finding potential **Minority Business Enterprises (MBE)** and **Women Business Enterprises (WBE)** partners can be found at: www.mass.gov/sdp
- Resources available to assist Prime Bidders in finding potential **Service-Disabled Veteran-Owned Business Enterprise (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: <http://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

1.36 MANDATORY ATTACHMENTS AND ENCLOSURES

A. Letter of Transmittal (signed by an individual authorized to bind the Bidder)

Letter of Transmittal signed by an individual authorized to bind the Bidder contractually. It must:

- A. 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;
- B. Include the name, title, address, and telephone number of one or more individuals who can respond to requests for additional information;
- C. Include the name, title, address, and telephone number of one or more individuals who are authorized to negotiate and sign a Contract for the Bidder;
- D. 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.

- B. **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.

- C. **Service Representative:** The selected Bidder **must** assign (a) service representative(s) which the MSLC may contact regarding the service performance during the contract term. The MSLC reserves the option to require this individual(s) be replaced if it finds that the individual(s) is not responsive or compatible.
- D. **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.
- E. **Business Profile/Financial Condition:** The MSLC reserves the right to request, at 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).

- F. **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 days;
 - H. Refuses to provide clarification, if requested by the Procurement Management Team (PMT);
 - I. Fails to sign a Contract within ten (10) business days of receipt of the Contract for signing.

1.37 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.

1.38 Commonwealth Standard Contract Form

Complete as directed below and submit on paper with original 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. Also, the terms of the 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 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).

1.39 Commonwealth Terms and Conditions

Complete as directed and submit on paper with original 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 (Mass. Substitute W9 Form).

1.40 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)

Complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If a Bidder has already submitted a Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form) and has 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 Mass. Substitute W9 Form was executed, a new Mass. 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).

1.41 Contractor Authorized Signatory Listing

Complete as directed below and submit on paper with original ink signature and date (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, 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 handwritten in ink. Title, telephone, fax, and email should be typed or handwritten legibly.

The second page of the form (entitled "Proof of Authentication of Signature") states that the page is optional. However, the "optional" aspect of the form is that Commonwealth Departments are not **required** to use it. In the case of 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, Letter of Transmittal, Cost Table (Attachment C), etc.

Please note that 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.

1.42 Additional Environmentally Preferable Products/Practices

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.

1.43 Prompt Payment Discount Form

Download this form and complete as directed below; include with online submission. Ink signature is not **required** (See Attachment K).

Pursuant to the Prompt Payment Discount terms set forth in the 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 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.

1.44 Business Reference Form

Download this form and complete as directed below; include with online 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.

1.45 Invest in Massachusetts Data Form Massachusetts Data Form

Download this form and complete as directed below; include with online 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).

1.46 Commonwealth of Massachusetts State Lottery Commission’s Disclosure Statement

Download this form and complete as directed below; include with online 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).

1.47 Certification of Compliance Concerning Personal Information and Personal Data Form

Download this form and complete as directed below; include with online 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).

1.48 Enterprise Policy and Standards

All IT systems and applications developed by, or for Executive department agencies or operating within the Massachusetts Access to Government Network (MAGNet), **must** conform with the Enterprise Information Technology Policies, Standards and Guidance promulgated by the Commonwealth's CIO as they existed at the time the Request for Quote or other Solicitation was posted, unless otherwise specified in the Request for Quote or other Solicitation, or the resulting contract (That is, the policies **will** be those in effect when specifications for particular engagements are posted, NOT those in effect at the time this RFR was posted.). Non-conforming IT systems cannot be deployed unless the purchasing agency and their Contractor have jointly applied for and received in writing from the Commonwealth's CIO or his designee, notice that a specified deviation **will** be permitted. The Enterprise Information Technology [Policies, Standards & Guidance](#), with the exception of the Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards, are available at mass.gov/itd. The Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of these documents, on behalf of their Contractor, by contacting the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808.

Contractors should only request the Public Access Architecture documentation when they are bidding on specific projects or services, and should request it of the Contracting Department which has posted the Request for Quotes or other Solicitation. Bidders **must not** request a copy of the Commonwealth's Public Access Architecture in connection with responding to this RFR.

Please Note: Given the pace of information technology innovation, purchasing agencies and their contractors are encouraged to contact the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808 to signal a system or application design and development initiative. Such advance notice helps to ensure conformance with the relevant Enterprise Technology Policies, Standards and Procedures.

Contractor delivery of IT systems and applications that fail to conform to the Commonwealth's Enterprise Information Technology Policies, Standards and Procedures, absent the Commonwealth CIO's grant of written permission for a deviation, **shall** constitute breach of any contract entered as a result of this Request for Response and any subsequent Request for Quotes. The Commonwealth may choose to require the Contractor, at his own cost, to re-engineer the non-conforming system for the purpose of bringing it into compliance with Commonwealth Enterprise Information Technology Policies, Standards and Procedures.

1.49 RFR – Attachments.

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** Forms/Attachments that should be submitted with the RFR Response (in order to be considered for selection). Any change or electronic alteration to the official version of these forms is void. Specific instructions for

completing these documents are included on the forms. Failure to submit the **required** Forms/Attachments with the RFR Response as specified, **will** be considered sufficient grounds for rejection of a Bidder's Response.

Attachment A – Commonwealth Terms and Conditions [Two (2) Pages].

Attachment B – Standard Contract Form [Five Pages including the Standard Contract Form (One Page) and Instructions (Four (4) Pages)].

Attachment C – Cost Table [Seventeen (17) Pages].

Attachment D – W-9 Request for Verification of Taxation Reporting Information [Two (2) Pages].

Attachment E – Certificate of Compliance [One (1) Page].

Attachment F – Business Reference Form [Two (2) Pages].

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

Attachment H – Contractor Authorized Signatory Listing [Two (2) Pages].
(**Required** for Contracts Anticipated to exceed \$50,000, or as **required** by the RFR).

Attachment I – Authorization for Electronic Funds Transfer (EFT) Payments [One (1) Page].

Attachment J – Invest in Massachusetts Data Form [Two (2) Pages].

Attachment K – Prompt Pay Discount Form [One (1) Page].

Attachment L – Commonwealth of Massachusetts State Lottery Commission's Disclosure Statement [Three (3) Pages].

Attachment M – Certification of Compliance Concerning Personal Information and Personal Data Form [One (1) Page].

Attachment N – Certificate of Compliance Concerning Conflicts of Interest [One (1) Page].

Attachment O - Additional Environmentally Preferable Products / Practices [Two (2) Pages].

Attachment R – Lottery Agent Locations [One-hundred fifty (150) Pages].

Attachment S – MSLC Schematics – Production System [One (1) Page].

Attachment T - MSLC Schematics – New Self-UDP Terminals [One (1) Page].

Attachment U – Summary of All Requirements by Category [Twenty - One (21) Pages].

Note: Attachments A, B, C, D, E, F, G, H, I, J, K, L M, N, O, R, S, T, and U are available in electronic form at <http://www.COMMBUYS.com>

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.

Bid Opening Date/Time (aka Deadline for Quotes) Responses are due no later than **January 13, 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, six (6) paper copies, and one (1) removable media (CD, DVD, Universal Serial Bus [USB], 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 clearly marked BID: Network Communications Services COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000001678 Cost Table – Attachment C with a separate removable media format included. Failure to adhere to these requirements may result in the disqualification of the bid. Quote(s)/Response(s).and attachments received after this deadline will not be evaluated. A facsimile Quote(s)/Response(s).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(s)/Response(s) and attachments must be delivered to:

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

BIDS MUST BE CLEARLY MARKED: **BID: Network Communications Services**
COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000001678.

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. Quotes/Responses submitted in COMMBUYS will supersede all hard copy Quotes/Responses received via mail 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 bid Quote(s)/Response(s).
LATE QUOTES/RESPONSES WILL NOT BE CONSIDERED BY THE MSLC.

1.50 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 quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

Agency – See Department.

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.

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 Quotes related to this Bid.

FY – See Fiscal Year.

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

Organization – See Department.

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

PTL – See Procurement Team Leader.

Purchasing Entity – Same as “Eligible Entity.”

Quote or 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 Quotes from potential Bidders. An RFR may also be referred to as a “Bid” or “Solicitation.”

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

Solicitation – See Request for Response (RFR).

SST/PMT – See Strategic Sourcing Team.

SSSL/PTL – See Strategic Sourcing Services Lead.

Strategic Sourcing Team or Procurement Management Team (SST/PMT) – Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations, evaluate responses to Bids and award Statewide or Department Contracts. The SST/PMT also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Contract. In some agencies, SST/PMTs are referred to as “Procurement Management Teams (PMT).”

Strategic Sourcing Services Lead 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 Leads (PTL).” COMMBUYS Refers to the SSSL in the Header Information section of a Bid as the “Purchaser.”

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.

Access Circuit or Circuit: An “access circuit” or “circuit” is defined as a fully functioning network service allowing each Lottery Agent terminal to communicate with the MSLC Primary and Secondary Host Sites.

Bidder: An individual, corporation or other entity engaged in the business of supplying communication network services and related goods and services who has submitted a Response to this RFR solicitation and/or the individual, corporation or other entity that is awarded a contract as a result of this procurement.

Backbone or Network Backbone: That component of the Bidder’s proposed network services that provide connectivity from one serving office (or satellite component) to another. This component of the proposed network is typically that which does not connect directly to the MSLC or Lottery Agent premises.

Cellular: A radio network distributed over land area called cells each served by at least one (1) fixed location transceiver known as a cell site or base station.

CMR: Code of Massachusetts Regulations.

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

GSC: A proprietary asynchronous multi-drop communications protocol.

MPLS: Multi-Protocol Label Switching is a mechanism in high-performance telecommunications networks that directs data from one network node to the next based on short path labels rather than long network addresses, avoiding complex lookups in a routing table.

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, Section 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.

Primary Host Site: This is the MSLC host site that receives and responds to the input from the Lottery Agent terminal. The location of this host site changes based on the needs of the MSLC but currently the two (2) locations are in Braintree and Norwell, Massachusetts of which only one (1) can be the Primary Host Site at any given time.

MPLS VPN: is based on RFC 4364 which provides VPN (Virtual Private Network) using a service providers closed private IP backbone.

Secondary Host Site: This is the MSLC host site that receives but does not respond the input from the Lottery Agent terminal. The location of this host site changes based on the needs of the MSLC but currently the two (2) locations are in Braintree and Norwell, Massachusetts of which only one can be the Secondary Host Site at any given time. The Secondary Host Site despite location is a hot standby site and can become the MSLC's Primary Host Site at any time as determined by the MSLC.

SPOC: Single Point Of Contact is a person or department serving as the focal point of information concerning an activity or program.

Transaction Time: The MSLC defines transaction time as the time between when the Lottery Agent presses send on the Lottery Agent terminal until the time the result is printed and cut at the Lottery Agent terminal.

Appendix 2 Performance Requirements and Contract Specifications

2 Technical Requirements

2.1 Overall Technical Requirements

2.1.1 Bidder's Service Coverage by Geographic Area

The Bidder **must** be capable of providing a digital network serving the entire geographic area of the Commonwealth of Massachusetts including the islands of Martha's Vineyard and Nantucket. A list of current Lottery Agent locations is included in Attachment R of this RFR document.

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

- ☐ *Our firm warrants that the entire geographic area of the Commonwealth of Massachusetts including the islands of Martha's Vineyard and Nantucket is included in the firm's digital network coverage.*

2.1.2 MSLC Favored Network Solution

The MSLC has implemented a cellular technology solution at the Lottery's Agent terminal locations with an infrastructure of MPLS VPN. The Lottery has successfully migrated over four hundred (400) Lottery Agent locations to a combination of PRIVATE cellular and MPLS VPN to communicate with both the MSLC Primary and Secondary Host Sites. The MSLC has integrated new IP based self-service machines in combination with legacy Lottery terminals using cellular technology and feels that the continued growth of the cellular market, M2M, and its reduced operating costs warrants the MSLC's attention.

2.1.3 MSLC Strategies for Wired Network Solution

The MSLC intends to use a wired MPLS VPN solution for Lottery Agent locations where a cellular solution is not feasible. The Bidder **must** be able to install and provision MPLS VPN anywhere within the Commonwealth of Massachusetts.

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

- ☐ *Our firm warrants that it will install and provision MPLS VPN anywhere within the Commonwealth of Massachusetts where a cellular solution is not feasible.*

2.1.4 Bidder's Collaboration for Network Support

The MSLC manages its own hardware, software, and data communications in support of its gaming system. As the MSLC migrates to new data communications, technology it intends to partner with the data communications solution provider who **must** support its present business practices.

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

☐ *Our firm warrants that it will support the MSLC's present business practices.*

2.1.5 Bidder's Support/Growth of Legacy/Future Lottery Terminals

The Bidders solution **must** support the approximately eight thousand (8000) integrated Lottery terminals. The MSLC is planning to migrate to an IP (Internet Protocol) Lottery terminal within this contract duration. When such a migration takes place, the Bidders proposed network **must** support multiple terminal types simultaneously until the migration is complete. The Bidders solution **must** also be capable of growing if new Lottery games or other services create a demand for additional bandwidth and this growth **must** have no adverse effect on the network regardless of network transaction volume.

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

☐ *Our firm warrants that it will support all integrated Lottery terminals. It also will support the migration to an Internet Protocol during the contract duration and will support multiple terminal types until the migration is complete. It will also be accommodating for growth of new Lottery games or other services, which may create a demand for additional bandwidth, but this growth will have no adverse effect on the network regardless of network transaction volume.*

2.1.5.1 Bidder's Support/Growth of Legacy/Future Lottery Terminals Description

It is **highly desirable** that the response includes a description of your firm's capability in transitioning its network to accommodate new Lottery terminals. The description should include explanations of how new lottery terminals will be accommodated and how these additional demands will effect network growth.

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

☐ *Our firm warrants that it will meet the highly desirable by including a description of how new lottery terminals will be accommodated.*

[Insert response here:]

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

2.1.6 Bidder's CPE Solution for Legacy/Future Lottery Terminals

As part of the Bidder's solution the customer premise equipment (CPE) i.e. cellular routers **must** be capable of reconfiguration when the MSLC acquires new IP based Lottery Agent terminals, digital signage, and other peripherals.

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

☐ *Our firm warrants that its customer premise equipment (CPE) will be capable of reconfiguration when the MSLC acquires new IP based Lottery Agent terminals, digital signage, and other peripherals.*

2.1.6.1 Bidder's CPE Solution for Legacy/Future Lottery Terminals Description

It is **highly desirable** that the response includes a description of the steps to support the acquisition of Lottery's Point of Sales (POS) equipment and the process for remote reconfiguration of the CPE with little or no Lottery terminal downtime.

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 including a description of how the reconfiguration of the CPE will be performed remotely and require little or no Lottery terminal downtime.*

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

[Insert response here:]

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

2.1.7 Bidder's Network Performance Objectives

The Bidder **must** be capable of providing network services that meet or exceed the requirements outlined in this RFR document and provide no less functionality and performance

than is provided today unless otherwise noted in these specifications. The MSLC is requiring that the network solution design and operating systems capabilities be flexible, scalable, and reliable.

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

- ☐ *Our firm is capable of providing network services that meet or exceed all requirements outlined in this RFR document, providing no less functionality and performance unless otherwise noted in these specifications. The network solution design and operating system's capabilities are flexible, scalable, and reliable.*

2.1.7.1 Bidder's Network Performance Objectives Description

It is **desirable** that the response includes a description of the firm's network solution design and operating capabilities.

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 including a description of our firm's solution design and operating capabilities.*

[Insert response here:]

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

2.1.8 Bidder's Requirement for Network Hardware

The MSLC currently manages and owns the network hardware located in the MSLC Primary and Secondary Host Sites along with eight thousand (8000) Lottery Agent location communications routers. The Bidder **must** provide all network termination equipment (CSU/DSU, protocol converter, routers, cellular routers etc.) to support the proposed Lottery Agent network. This termination equipment **must** be provided at both the Lottery Agent location and the MSLC Primary Host Site and the MSLC Secondary Host Site. The Bidder is responsible for the maintenance of the network service and all termination equipment provided.

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

- ☐ *Our firm warrants that it will provide all network termination equipment at the Lottery Agent location, the MSLC Primary Host Site and the MSLC Secondary Host Site. The firm*

accepts responsibility for the maintenance of the network service and all termination equipment provided.

2.1.9 Bidder's Network Solution for High-Availability

The Bidder **must** provide a network to support the Lottery Agents of the MSLC that does not create a single point of failure within its network "backbone" nor the access facilities (circuits) to the MSLC Primary Host Site and the MSLC Secondary Host Site. The design of the network proposed for the MSLC **must** be done in such a way as to ensure business continuity should components of the Bidder's "backbone" network fail at any time or if there is a disruption of the access facilities to the MSLC Primary Host Site and Secondary Host Site. Site.

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

- ☐ *Our firm warrants its network to support the Lottery Agents of the MSLC does not create a single point of failure within its "backbone" nor the access facilities (circuits) to the MSLC Primary and MSLC Secondary Host Site. The network ensures business continuity should components of the "backbone" network fail at any time or if there is a disruption of the access facilities to the MSLC Primary or Secondary Host sites.*

2.1.9.1 Bidder's Network Solution for High-Availability Description

It is **desirable** that the response includes a description of how its network design will meet the requirement stated in section 2.1.9.

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 including a description of how our firm will meet the requirement stated in section 2.1.9.*

[Insert response here:]

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

2.1.10 Bidder's Network Solution to Access Lottery Agent Locations

The Bidder **must** provide a network to support the Lottery Agents of the MSLC that provides for maximum flexibility, growth, and scalability. The Bidder **must** provide this flexibility either with

single or multiple access technologies (e.g., copper based “land line”, fiber optic based “land line”, or wireless.).

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

- ☐ *Our firm warrants its network provides maximum flexibility, growth, and scalability with either single or multiple access technologies.*

2.1.11 Bidder’s Solution to Proprietary Protocols

The Bidder solution **must** conform to the specifications of the proprietary asynchronous multi-drop protocol GSC. It is the Bidder’s responsibility to work with the Vendor on owned and controlled protocols. It is **desirable** that the Bidder describes how it **will** manage GSC protocol in support of Lottery transactions.

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

- ☐ *Our firm warrants it conforms to the specifications of the proprietary asynchronous multi-drop protocol GSC.*

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.*

Describe how you firm will manage GSC protocol in support of Lottery transactions. Also, state if any of the network components designed for the MSLC (e.g. hardware, software, network solution, etc.) are proprietary in nature and reason for such.

[Insert response here:]

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

2.1.12 Bidder’s Solution to a Multi-Protocol Lottery Equipment Environment

The MSLC currently uses GSC protocol to communicate with the front-end processors and the Lottery Agent terminals. The GSC protocol is applied to Lottery transactions sent over a Frame Relay network in an IP format. The Bidder’s solution **must** be protocol transparent and capable of handling other MSLC point-of-sale equipment using UDP and TCP/IP protocols as well. The MSLC does intend to replace the Lottery terminals currently installed at the Lottery Agent

locations and the MSLC Primary and Secondary Host Sites as well. The timeline for the replacement may or may not be part of this RFR. It is a **must** that the Bidder provides a solution to convert the GSC protocol at the MSLC Primary and Secondary Host Sites as well as at the Lottery Agent location. It is a **must** that when the MSLC does convert that the Bidder's solutions use the same Lottery CPE, which will be reconfigured to accept new Lottery terminals and Host hardware and software with little or no downtime.

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

- ☐ *Our firm warrants its solution is protocol transparent and capable of handling other MSLC point-of-sale equipment. If and when the MSLC replaces Lottery terminals currently installed at Lottery Agents locations and MSLC Primary and Secondary Host Sites, the solutions to reconfigure and convert for the new terminals and Host hardware and software will use the same Lottery CPE with little or no downtime.*

2.1.12.1 Bidder's Solution to a Multi-Protocol Lottery Equipment Environment Description

It is **desirable** that the response includes a detailed description of how Section 2.1.12 will be accomplished.

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 including a description of how our firm will meet the requirement stated in section 2.1.12.*

[Insert response here:]

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

2.1.13 Bidder's Capabilities to Do Protocol Encapsulation

It is a **must** that the proposed network solution be able to do the required encapsulation of GSC at the MSLC Primary Host Site and Secondary Host Site and at the Lottery Agent terminal.

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

- ☐ *Our firm warrants the proposed network solution be able to do the required encapsulation of GSC at the MSLC Primary Host Site and Secondary Host Site and at the*

Lottery Agent terminal.

2.1.13.1 Bidder's Capabilities to Do Protocol Encapsulation Description

It is **highly desirable** that the response includes a detailed description of how your firm's network design accomplishes the requirements stated in section 2.1.13.

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 including a description of how our firm will meet the requirements stated in section 2.1.13.*

[Insert response here:]

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

2.1.14 Bidder's Engineering Strategy for Network Latency

The Bidder's solution **must not** add additional latency to the end-to-end communications that could cause a processing delay that would affect the MSLC hardware and/or software being used. It is **highly desirable** that the Bidder describe the how it will manage latency in the Bidder's network solution between the Lottery terminal and the Lottery Host systems.

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

☐ *Our firm warrants the proposed solution does not add additional latency to the end-to-end communications that could cause a processing delay that would affect the MSLC hardware and/or software being used.*

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 desirable.*

Describe how the firm will manage latency in the Bidder's network solution between the Lottery terminal and the Lottery Host systems and provide examples of how the Bidder's strategy will avoid processing delays by managing latency.

[Insert response here:]

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

2.1.15 MSLC Network Performance Measurement

The MSLC measures its network performance by “transaction time”. For the purposes of this RFR, the target “transaction” is a five (5) panel Lotto Quick Pick wager. Transaction time is measured as the time elapsed between the Lottery Agent pressing the “send” key and the resulting ticket being printed and cut at the Lottery Agent terminal. Currently that transaction time does not exceed three and one half (3.5) seconds.

Since, as stated in specification 2.1.2 MSLC favored network solution, the MSLC favored network technology is cellular, the MSLC recognizes that this technology may have a slight negative impact on the data communication portion of transaction time. As such, the proposed network **must** support a maximum transaction time of four (4) seconds. This four (4) second maximum transaction time **must** be maintained at all times, including periods of high transaction volumes (e.g. instances of peak jackpots) and a description of how the Bidder intends to quantify the maximum transaction time **must** be included.

It is **highly desirable** that the MSLC current maximum transaction time of three and one half (3.5) seconds be maintained by the proposed solution. It is **desirable** that a maximum transaction time of three (3) seconds or less be achieved by the proposed solution.

To whatever maximum transaction time the Bidder commits, it is **desirable** that this maximum transaction time already be implemented at a comparable Lottery.

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

☐ *Our firm warrants that the mandatory maximum transaction time of four (4) seconds will be met by the system and will commit to providing the MSLC with transaction timing test results.*

Describe the network performance measurement as it pertains to the following:

- A. Describe how the Bidder intends to quantify the maximum transaction time, upon implementation of the System;

[Insert response here:]

- B. Provide example(s) where the maximum transaction time is currently implemented;

[Insert response here:]

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

- ☐ C. State if the **highly desirable** transaction time of three and one half (3.5) seconds will be consistently met;

[Insert response here:]

- ☐ *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.

- ☐ D. State if the maximum transaction time of time of three (3) seconds can be achieved.

[Insert response here:]

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

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

- ☐ E. State if the **desirable** maximum transaction time has been implemented at a comparable Lottery.

[Insert response here:]

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

2.1.16 Bidder's Network Service Availability

The MSLC network **must** have continuous network availability for any MSLC transactions without any idle time or wake up for its network or communications gear. The transactions need to be sent without waiting for communications to be established. It is a **must** that the Bidder provides the MSLC remote monitoring of the network availability.

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

- ☐ *Our firm warrants that it will provide a continuous network availability for any MSLC transactions without any idle time or wake up for its network or communications gear and provide MSLC remote monitoring of the network.*

2.1.17 Bidder's Network Solution Design, Development and Deployment

The Bidder **must** fully describe the network designed for the MSLC to serve its Lottery Agents.

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

☐ *Our firm warrants that the descriptions listed below fully describe our network design.*

The description must include the network design starting at the Lottery Agent premises and ending at the MSLC centers as it pertains to the following:

A. Lottery Agent Premises Hardware;

[Insert response here:]

B. Lottery Agent Premises Circuit;

[Insert response here:]

C. "Backbone" Circuits from Lottery Agents to the MSLC Primary Host Site;

[Insert response here:]

D. "Backbone" Circuits from Lottery Agents to the MSLC Secondary Host Site;

[Insert response here:]

E. MSLC Primary Host Site access service;

[Insert response here:]

F. MSLC Primary Host Site hardware;

[Insert response here:]

G. MSLC Secondary Host Site access service;

[Insert response here:]

H. MSLC Secondary Host Site hardware.

[Insert response here:]

2.1.18 Bidder's Network Solution for Multiple Non-Terminal IP Devices at a Lottery Agent Location

It is a **must** that the network designed by the Bidder for the MSLC's Lottery Agents is such that multiple IP devices can be connected as an in-store network (ex: media player, jackpot totals displays, scanners, etc.).

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

☐ *Our firm warrants that multiple IP devices can be connected as an in-store network.*

2.1.18.1 Bidder's Network Solution for Multiple Non-Terminal IP Devices at a Lottery Agent Location Description

It is **desirable** that the Bidder provides a description that includes the following:

- A. Describe the proposed functionality for Agents confirming multiple non-terminal IP devices can be connected as an in-store network.

[Insert response here:]

- B. Provide one (1) example where such functionality has been implemented in a comparable Lottery and/or describe in detail how the network design will accomplish this requirement.

[Insert response here:]

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 including the descriptions in A and B above.*

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

2.1.19 Bidder's Network Solution for Primary and Secondary Host Connectivity

The Bidder **must** provide in excess of forty-five (45) Mbps connectivity between the MSLC Primary Host Site and the Secondary Host Site that can be "channelized" to allow for the IBM mainframe systems in both locations to be connected. These IBM systems are not part of the gaming system of the MSLC and are currently not connected. It is **highly desirable** that the

Bidder provide to the MSLC two (2) fully redundant OC-3 compatible Cisco routers or comparable to support the bandwidth between the MSLC Primary Host Site and the Secondary Host Site. All costs associated with such routers must be included in the Cost Tables in Attachment C.

Note: No cost information shall be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS (see Attachment C). 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.

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

☐ *Our firm warrants that it will provide in excess of forty-five (45) Mbps connectivity between the MSLC Primary Host Site and the Secondary Host Site that can be “channelized” to allow for the IBM mainframe systems in both locations to be connected.*

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

☐ *Our firm warrants that it will provide the MSLC two (2) fully redundant OC-3 compatible Cisco routers or comparable to support the bandwidth between the MSLC Primary Host Site and the Secondary Host Site.*

If able to meet this highly desirable, provide details without any reference to the actual cost.

[Insert response here:]

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

2.1.20 Bidder's Network Components Licenses

The Bidder **must** provide any software licenses required to provide the network specified in this RFR document at no cost to the MSLC during the course of this contract and any subsequent extensions.

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

☐ *Our firm warrants that it will provide all software licenses required to provide the network specified in this RFR response at no cost to the MSLC.*

2.1.21 Bidder's Solution and Non-Proprietary Components

It is **desirable** that the Bidder's network design not include any proprietary components (e.g., hardware, software, network solution, etc.).

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

- ☐ *Our firm warrants that it will provide a network design that will not include any proprietary components (e.g., hardware, software, network solution, etc.).*

The Bidder must describe in its response the following:

- A. How this will be accomplished with its network design;

[Insert response here:]

- B. Provide one (1) example where such functionality has been implemented in a comparable Lottery.

[Insert response here:]

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

- A. Describe the proprietary component, if any, and state the reason;

[Insert response here:]

2.1.22 Bidder's Solution for Lightning Protection on All Network Services

The Bidder **must** provide lightning protection on all network services installed at the Lottery Agent locations, the MSLC Primary Host Site, and the Secondary Host Site.

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

- ☐ *Our firm warrants that it will provide lightning protection on all network services installed at the Lottery Agent locations, the MSLC Primary Host Site, and the Secondary Host Site.*

2.2 Technical Operation – Lottery Agent

The Lottery Agent connected to the MSLC's network can be located in various parts of the Commonwealth of Massachusetts. The Lottery Agent may be a convenience store, bar, restaurant, private club, etc. The MSLC games offered by the Lottery Agent may vary while some locations will also include Keno, and other such game(s). The number of Lottery terminals installed at a particular Lottery Agent will also vary although the majority of locations support only one (1) terminal.

The Lottery Agent terminals are supported by Frame Relay circuits. The Frame Relay circuit supports one (1) Lottery Agent terminal.

The MSLC owns and maintains all terminal equipment at the Lottery Agent locations. This includes the Bandit communication router with CSU/DSU built in as well as the Lottery Agent terminal. The MSLC also owns and maintains the player activated terminals (PAT) and the Bandit II cellular routers. The transition of the Lottery Agents terminals to the new network **must** be conducted in a planned, coordinated, and efficient manner. The Bidder must adhere to the requirements of this RFR to ensure this transition.

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

- ☐ *Our firm warrants that the transition of the Lottery Agents terminals to the new network will be conducted in a planned, coordinated, and efficient manner.*

2.2.1 Plan for Transitioning to New Network Equipment

It is **desirable** that the response includes a description of the Bidder's plan for transitioning to new network equipment.

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 and will describe its plan for transitioning to new network equipment.*

[Insert response here:]

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

2.2.2 Bidder's Service Acceptance by MSLC

The Bidder **must** coordinate the transition of the Lottery Agent terminals to the new circuit/service by contacting the MSLC technical staff prior to the actual transition of the Lottery Agent terminals in order to test and verify correct operation in accordance with the transaction time requirements of this RFR. The MSLC understands that the changeover will vary depending on the service type being transitioned wireless or wired MPLS VPN. It is **desirable** that the Bidder describe in detail how they will verify transaction time.

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

- ☐ *Our firm warrants that it will coordinate the transition of the Lottery Agent terminals to the new circuit/service by contacting the MSLC technical staff prior to the actual transition of the Lottery Agent terminals in order to test and verify correct operation in accordance with the transaction time requirements of this RFR.*

The Bidder must describe in detail how it will coordinate the transition of the Lottery Agent terminals to the new circuit/service by contacting the MSLC technical staff prior to the actual transition of the Lottery Agent terminals in order to test and verify correct operation.

[Insert response here:]

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 and will describe in detail how the transaction time is verified.*

The Bidder must describe in detail how its network design accomplishes this requirement.

[Insert response here:]

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

2.2.3 Bidder's Migration of Lottery Agent Communication Equipment

The new network **must** be as transparent to the MSLC and the Lottery Agent as practicable.

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

- ☐ *Our firm warrants that transition to the new network is transparent.*

2.2.3.1 Bidder's Migration of Lottery Agent Communication Equipment Description

It is **desirable** that the response includes a description of the following:

- A. Describe in detail the transition transparency plan to the Lottery Agent and the MSLC;

[Insert response here:]

- B. Provide one (1) example where this plan has been implemented in a comparable Lottery.

[Insert response here:]

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 including the descriptions in A and B above.*

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

2.2.4 Bidder's Support upon Transition

If, upon transition from the existing network to the new network, the Lottery Agent terminal does not function according to the performance requirements of this RFR, the Bidder's technician **must** return the Lottery Agent terminal to the original circuit until the new circuit/service problem is corrected. If upon transitioning from the existing network to a cellular network the Lottery Agent terminal does not function according to the performance requirements of this RFR, the Bidder's cellular technical support team **must** work with the MSLC technical support team to determine the issue with the cellular service. It is a **must** that the MSLC technical supports have monitoring and testing capabilities of the Bidders services.

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

☐ *Our firm agrees that it will return the Lottery Agent terminal to the original circuit if the new circuit/service does not meet performance requirements outlined in the RFR. The firm also agrees that it will work with the MSLC technical support team to determine the issue and provide MSLC technical support team the monitoring and testing capabilities of the firm's services.*

2.2.5 Bidder's Design to Ensure No Single Point of Failure

The Bidder **must** design its network to ensure that all Lottery Agents within a single municipality are not placed on a single "backbone" circuit or other service provider equipment creating a single point of failure.

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

- ☐ *Our firm warrants that its network design ensures that all Lottery Agents within a single municipality are not placed on a single "backbone" circuit or other service provider equipment creating a single point of failure.*

2.2.6 Bidder's Network Termination Equipment Requirements

The Bidder **must** provide network termination equipment that provides for the encapsulation of the GSC protocol from the Lottery Agent terminal to the IP based network service being provided. The termination equipment and its operation with regards to protocol encapsulation and network termination **must** meet the MSLC network performance requirements.

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

- ☐ *Our firm warrants that it will provide network termination equipment which provides for the encapsulation of the GSC protocol from the Lottery Agent terminal to the IP based network service being provided. The termination equipment and its operation with regards to protocol encapsulation and network termination must meet the MSLC network performance requirements.*

2.2.6.1 Bidder's Network Termination Equipment Requirements Description

It is **highly desirable** that the response includes a description of what network and termination equipment will be required at the MSLC Primary and Secondary Host Sites and at the Lottery Agent terminal to meet the requirement stated in section 2.2.6.

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 including a description of the network and termination equipment that will be provided by the Bidder to meet the requirement stated in section 2.2.6.*

[Insert response here:]

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

2.2.7 Bidder's Maintenance Responsibility for Wired Service at Lottery Agent Location

The Bidder is **required** to provide and maintain all network termination equipment at the Lottery Agent premises as part of the monthly network service provided. The MSLC **will not** take maintenance responsibility for any Bidder provided network termination equipment during the course of this contract and any subsequent extensions.

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

☐ *Our firm warrants that it will provide and maintain all network termination equipment at the Lottery Agent premises as part of the monthly network service provided without any responsibility of the MSLC.*

2.2.8 Additional Bidder's Network Termination Equipment Requirements

It is **desirable** that the network termination equipment installed at the Lottery Agent locations offer additional functionality (e.g., Ethernet ports, Wi-Fi, routing capability, backup options etc.). The actual implementation or use of this optional functionality will be at the sole option of the MSLC.

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

☐ *Our firm agrees that its network termination equipment installed at the Lottery Agent locations will offer additional functionality (e.g., Ethernet ports, Wi-Fi, routing capability, backup options etc.).*

Describe all functionality components for network termination equipment installed at the Lottery Agent locations.

[Insert response here:]

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

2.2.9 Bidder's Termination Equipment Electrical Requirements

The MSLC requires that the Lottery Agent provide a dedicated electrical circuit to support the current Lottery Agent terminal. It is **desirable** that the Bidder's electrical requirements be minimal.

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

☐ *Our firm warrants that the electrical requirements for the termination equipment at Lottery Agent terminals is minimal.*

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

2.2.10 Bidder's Ability to Allow MSLC to Suspend Lottery Agent Service

The MSLC is able to "turn off" a specific Lottery Agent terminal should suspension of the Lottery Agent be necessary. This action is accomplished by the MSLC Primary Host Site instructing the front-end processors to not poll the Lottery Agent location/circuit under suspension. It is a **desirable** that the Bidder's proposed system supports this functionality.

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

☐ *Our firm warrants that the MSLC will be able to "turn off" a specific Lottery Agent terminal from the MSLC Primary Host site.*

Describe how the firm will allow the MSLC to accomplish the Lottery Agent suspension utilizing the network designed to meet the RFR specifications.

[Insert response here:]

2.3 Technical Operation – Network Backbone

The MSLC expects the network of services proposed to be of the highest quality and stability to ensure that connection between the Lottery Agent and the MSLC operations is maintained at all times. Further, the MSLC expects the "network backbone" of the Bidder to be capable of supporting the required transaction volume while utilizing redundant hardware, circuits, and routes, ensuring the maximum network uptime. The Bidder **must** acknowledge and agree to these expectations.

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

☐ *Our firm acknowledges and agrees to the expectations in this section.*

2.3.1 Bidder's Network Level of Dependability

The Bidder **must** design its network in such a way that the network “backbone” serving the MSLC ensures the highest level of dependability for all MSLC transactions between its Lottery Agents and the MSLC Primary Host Site and Secondary Host Site.

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

☐ *Our firm warrants that the network is designed in such a way that the network “backbone” serving the MSLC ensures the highest level of dependability for all MSLC transactions between its Lottery Agents and the MSLC Primary Host Site and Secondary Host Site.*

2.3.2 Bidder's Network Design by Geographic Area

The Bidder's network design **must** ensure that no entire geographic area (e.g., Greater Boston, North Shore, Western Massachusetts, Cape Cod, etc.) is affected by a single network failure.

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

☐ *Our firm warrants that the network is designed in such a way that no entire geographic area (e.g., Greater Boston, North Shore, Western Massachusetts, Cape Cod, etc.) is affected by a single network failure.*

2.4 Technical Operation – MSLC HQ and Data Site

The MSLC operates two (2) computer host sites that serve the Lottery Agents. These two (2) computer host sites are the MSLC Primary Host Site and the Secondary Host Site. Transactions from Lottery Agent terminals are received at both computer host sites simultaneously, however only the MSLC Primary Host Site responds back to the Lottery Agent terminal.

The MSLC utilizes the Secondary Host Site as a redundant site for Lottery Agent transactions and activates this site to be the MSLC Primary Host Site at least once per month as a matter of course. The Secondary Host Site serves as a hot standby site at all times. The MSLC Primary and Secondary Host Sites are connected via DS-3 service.

The site has separate and diverse conduit routes into the building and the site is served from two (2) distinct Central Offices. OC-48 SONET service is provided via fiber optic cabling into the building.

The MSLC network operates using GSC protocol which utilizes a poll select scheme over a Frame Relay service. A transaction initiated from a Lottery Agent terminal takes the following course:

- A. Lottery Agent presses the “SEND” button on the Lottery Agent terminal.
- B. Lottery transaction flows from the Lottery Agent terminal to a communications router with an internal CSU/DSU. The transaction enters the current Vendors’ interoffice network via the dedicated circuit installed at the Lottery Agent location.
- C. The transaction flows from the current Vendor’s interoffice network via carrier circuits to a router at the Host computer sites (MSLC Primary and Secondary Host Sites) which routes the traffic to multiple DS-3 levels.
- D. The transaction flows along the DS-3 circuits to the two (2) core routers in the Host computer rooms (MSLC Primary and Secondary Host Sites) where the transaction data is routed further to switches.
- E. From the switches, the transaction flows through switch ports to individual VSR Routers starting the reversal process of converting the IP packets to the GSC protocol to be routed to the RDU associated with the dedicated communications processor.
- F. The dedicated communications processor, which is the interface between the MSLC Primary Host and the communication network to complete the transaction flow. The transaction after being processed at the MSLC Primary Host and recorded at the Secondary Host is sent back to the Lottery Agent terminal.

The MSLC has other Lottery Agent equipment such as a Player Activated Terminal (PAT) whose transactions follow in a similar path:

- A. A Lottery customer initiates a transaction and the PAT sends the transactions through an Ethernet connection using UDP protocol to a cellular router, which communicates, with a PRIVATE cellular network to a MPLS VPN network back to the Host computer system.
- B. The transaction flows from the current Vendor’s network via carrier circuits to a router at the Host computer site, which routes the traffic to multiple DS-3 levels.
- C. The transaction flows along the DS-3 circuits to the two (2) core MPLS VPN routers in the MSLC Primary Host where the transaction data is routed further to switches.

- D. From the switches, the transaction flows through switch ports to multiple communication servers set up in a server farm arrangement.
- E. The MSLC Primary Host computer system receives the transaction from communication servers.
- F. The MSLC Primary Host computer processes the transaction and responds – back through the same network – to the Lottery Player Activated Terminal.

2.4.1 Bidder's Primary Host Site Termination Design

It is **highly desirable** that the Bidders describe in detail how the proposed IP network will terminate in the MSLC Primary Host Site to provide the transaction flow from and to the Lottery Agent Terminals.

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**.*

Describe how the proposed IP network will terminate in the MSLC Primary Host Site to provide the transaction flow from the Lottery Agent terminal simultaneously with that being delivered to the MSLC Primary Host Site.

[Insert response here:]

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

2.4.2 Bidder's Secondary Host Site Termination Design

It is **highly desirable** that the Bidders describe how the proposed IP network **will** terminate in the MSLC Secondary Host Site to provide the transaction flow from the Lottery Agent terminal simultaneously with that being delivered to the MSLC Secondary Host Site.

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**.*

Describe how the proposed IP network will terminate in the MSLC Secondary Host Site to provide the transaction flow from the Lottery Agent terminal simultaneously with that being delivered to the MSLC Secondary Host Site.

[Insert response here:]

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

2.4.3 Bidder's Solution to GSC Protocol at MSLC Primary and Secondary Host Sites

The Bidder **must** accommodate the GSC legacy protocol and develop a transition strategy to a straight IP network when the MSLC does not use a multi-drop asynchronous protocol.

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

☐ Our firm warrants that it will accommodate the GSC legacy protocol and develop a transition strategy to a straight IP network when the MSLC does not use a multi-drop asynchronous protocol.

2.4.3.1 Bidder's Solution to GSC Protocol at MSLC Primary and Secondary Host Sites Description

It is **highly desirable** that the response includes a description of the following:

- A. How will your firm accommodate the GSC protocol in use with the existing network at the MSLC Primary and Secondary Host Sites and Lottery Agent locations?

[Insert response here:]

- B. How the solution will accommodate the migration from Frame Relay using the legacy protocol and explain a transition strategy to a straight IP network.

[Insert response here:]

- C. How the solution will accommodate the migration from Frame Relay using the legacy protocol and explain a transition strategy to a straight IP network.

[Insert response here:]

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 including the descriptions in A, B and C above.*
- ☐ *Our firm is unable to meet this highly desirable.*

2.4.4 Bidder's Solution to Eliminate GSC Conversion

It is **highly desirable** that the Bidder propose a network solution that does not require the encapsulation of IP to GSC at the MSLC Primary and Secondary Host Sites thus eliminating the front-end processors.

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

- ☐ *Our firm warrants that it will propose a network solution that does not require the encapsulation of IP to GSC at the MSLC Primary and Secondary Host Sites thus eliminating the front-end processors.*

Describe how the proposed network solution will circumvent the encapsulation of IP to GSC.

[Insert response here:]

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

2.4.5 Bidder's Network Design to Eliminate Single Points of Failure at MSLC Host Sites

The Bidder **must** propose a network design that allows for separate diverse routes for its network services into the MSLC Primary Host Site and Secondary Host Site buildings.

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

- ☐ *Our firm warrants that our network design allows for separate diverse routes for its network services into the MSLC Primary Host Site and Secondary Host Site buildings.*

2.4.6 Bidder's Offering of Non-Gaming Network Services

The Bidder **must** propose a network design that allows for multiple DS-1 and DS-3 circuits to be configured. Such network services **will** be used in conjunction with non-gaming operations. The MSLC **will** configure these DS-1 and DS-3 circuits as required during the course of this contract and any subsequent extensions. All costs associated with these circuits **must** be provided in the Cost Tables in Attachment C in a separate confidential file in COMMBUYS clearly named;

"<Bidder's name> Cost Table - Attachment C".

Note: No cost information shall be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS (see Attachment C). 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.

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

☐ *Our firm warrants that our network design allows for multiple DS-1 and DS-3 circuits to be configured.*

3 Business Requirements

3.1 Account Team

The Bidder **must** establish an Account Team to directly interface with the MSLC for all network services provided under this contract and any subsequent extensions. This Account Team **must** be available to serve the MSLC for the following functions at a minimum:

- A. Sales Support (Initial and Additions);
- B. Pre-Sale and Post Installation Network Design Support;
- C. Pre-Sale and Post Installation Network Engineering Support;
- D. Network Service Ordering and Provisioning Support;
- E. Network Service Invoicing Support;
- F. Network Service Performance Monitoring;
- G. Maintenance of Network Services;
- H. New Product/Service Identification;
- I. Network Security and Control.

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

☐ *Our firm warrants that it will establish an Account Team to directly interface with the MSLC for all network services listed.*

3.1.1 Single-Point-of Contact (SPOC)

The Account Team **must** be the direct interface and Single Point of Contact (SPOC) for the MSLC to the Bidder. The Account Team, as the SPOC, **must** interface with the MSLC for all goods and services provided through the resulting contract of this RFR.

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

☐ *Our firm warrants that the Account Team will be the direct interface and Single Point of*

Contact (SPOC) for the MSLC for all goods and services provided through the resulting contract of this RFR.

3.1.2 Identification of Account Team

The Bidder **must** identify members of the Account Team that **will** be committed to the MSLC for sales, design, implementation, and maintenance of the proposed network services:

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

☐ *Our firm warrants that the following are members of the Account Team that will be committed to the MSLC for sales, design, implementation, and maintenance of the proposed network services.*

List the names of the Account Team members here:

A. Names of Sales Account Executives;

[Insert Names here:]

B. Names of Sales Management;

[Insert Names here:]

C. Names of Sales Engineering or Technical Personnel;

[Insert Names here:]

D. Names of Technical Support Personnel;

[Insert Names here:]

E. Names of Service Ordering Personnel.

[Insert Names here:]

3.1.3 Identification of Account Team Hierarchy

The Bidder **must** provide an organizational chart for the Account Team that will be assigned to the MSLC.

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

- ☐ *Our firm has included an organizational chart found as a separate attachment to COMMBUYS clearly named: "<Bidder's Name> - Organizational Chart" that details the configuration of the Account Team that will be assigned to the MSLC.*

3.1.4 Location of Account Team Members

The MSLC **requires** easy and immediate access to the Account Team throughout the project. The MSLC **requires** the Account Team to be available on-site at the request of authorized MSLC personnel.

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

- ☐ *Our firm warrants that the Account Team will be available on-site at the request of authorized MSLC personnel.*

3.1.5 Account Team Resumes

The Bidder **must** provide as an attachment the professional resumes of the Account Team members assigned to the MSLC. These resumes are found along with the organizational chart as a separate attachment clearly named: "<Bidder's Name> - Organizational Chart".

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

- ☐ *Our firm has included professional resumes of the Account Team that will be assigned to the MSLC.*

3.1.6 Right of Rejection

The Bidder **must** give MSLC the right of rejection for personnel assigned to the Account Team including personnel from subcontractors during the life of any contract and subsequent extensions.

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

- ☐ *Our firm warrants that MSLC has the right of rejection for personnel assigned to the Account Team including personnel from subcontractors.*

3.1.7 Account Team Service Requirements

It is **required** that the Bidder's Account Team provide the following services to the MSLC with regard to its proposed network services:

- A. Transitioning to the proposed network services from the current network;
- B. Offering invoicing verification and support services;
- C. Interfacing for the order, change, or disconnect of services;
- D. Interfacing for maintenance and repair of services;
- E. Interfacing for invoicing problem resolution;
- F. Conducting monthly (at a minimum) project meetings on-site at the MSLC;
- G. Establishing a "help desk" to provide the above services.

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

- ☐ *Our firm warrants that the proposed network services will include transitioning to the proposed network from the current network; invoice verification, and support services; interfacing for the order, change, or disconnect of services; interfacing for maintenance, and service repairs; interfacing of problem resolution; conducting monthly project on-site meetings at the MSLC; establishing a "help desk" to provide the above services.*

3.1.8 Access to the Account Team

The Bidder **must** provide MSLC personnel access to the Account Team via the following:

- A. Toll-free telephone (voice) number;
- B. Toll-free facsimile number;
- C. Toll-free telephone for maintenance and repair of services (direct line);
- D. Electronic Mail (E-Mail);
- E. Internet portal;

F. All toll free telephone numbers provided **must** be exclusively dedicated to the MSLC

G. Cell phone number.

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

☐ *Our firm warrants that these requirements will be met upon contract award.*

3.1.9 Account Team Changes

The MSLC understands that changes within the Bidder's Account Team will undoubtedly take place during the life of this contract and any subsequent extensions. The following three sections are in anticipation of such changes.

3.1.10 Staff Replacement Approval

When individual staff changes within the Account Team are necessary, the Bidder **must** provide staff replacements whose experience and expertise is equal or superior to the staff member being replaced. That replacement **shall** be made subject to MSLC's approval. Professional resumes may be requested.

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

☐ *Our firm warrants that it will provide notification of any changes in personnel on the Account Team committed to the MSLC for sales, design, implementation, and maintenance of the proposed network services; provided further that it will provide replacement staff whose experience and expertise is equal or superior to staff member being replaced on the Account team subject to MSLC's approval and that resumes may be needed.*

3.1.11 Account Team Knowledge Transfer of MSLC Account

It is **desirable** that any transition of an Account Team member be made subject to MSLC approval and that any such transition include a transfer of specific MSLC information and knowledge as well as Bidder specific information/services offered to the MSLC.

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

- ☐ *Our firm warrants that it will provide to the MSLC details on Account Team members being transitioned. The new Account Team members will receive specific MSLC information and knowledge as well as Bidder specific information/services offered to the MSLC subject to MSLC's approval.*

Describe the transition process for Account Team members and how information detailing specific MSLC information and knowledge as well as your firm's specific information/services offered to the MSLC will be transferred.

[Insert response here:]

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

3.1.12 Resolution Requirement Bidder's Account Team

The Bidder's Account Team **must** speak directly with the other suppliers, when requested by the MSLC or as the situation requires, ensuring the resolution of technical issues by the timeframes detailed in the maintenance requirements of this RFR document.

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

- ☐ *Our firm warrants that its Account Team will speak directly with the other suppliers, when requested by the MSLC or as the situation requires, ensuring the resolution of technical issues by the timeframes detailed in the maintenance requirements of this RFR document.*

3.2 Contract Review Meetings

3.2.1 Quarterly Contract Review

The Bidder **must** agree in its response to attend contract review meetings on a quarterly basis at a minimum. This quarterly meeting **will** be to review the Bidder's compliance with the contract terms and conditions and not to be confused with the required monthly technical meetings.

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

- ☐ *Our firm agrees to attend contract review meetings on a quarterly basis to review the*

Bidder's compliance with the contract terms and conditions.

3.2.2 Monthly Contract Review

It is **desirable** that the Bidder agree to attend contract review meetings on a monthly basis.

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 attending monthly contract review meetings at MSLC.*
- ☐ *Our firm is unable to meet this desirable and will not attend monthly contract review meetings.*

3.2.3 Bidder's Required Meetings

The Bidder is **required** to attend any Bidder meeting arranged by the MSLC to facilitate the resolution of a technical problem associated with the performance of the contracted network services. Should the Bidder (or an assigned designee) fail to attend this meeting at the agreed upon date and time without sufficient notice of twenty-four hours (24) to the MSLC, the Bidder **shall** be responsible to reimburse any other suppliers for the time expended for this missed meeting with the other supplier's rate for a two (2) hour labor charge for one (1) assigned staff member.

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

- ☐ *Our firm warrants that it will attend meeting(s) arranged by the MSLC to resolve technical problems associated with the performance of the contracted network services and agrees to pay the required reimbursement as outlined above.*

3.3 Filings

3.3.1 Required Regulatory Filings

The Bidder is **required** to construct and submit all required tariff related items to provide the network services it is proposing in response to this RFR. This includes all filings with the Federal Communications Commission (FCC), the Massachusetts Department of Telecommunications, and Energy (DTE), and any other regulatory body-holding jurisdiction over such services and/or rates, etc.

The Bidder **must** bear all costs associated with any required regulatory filings.

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

- ☐ *Our firm warrants that that it will provide and submit all required tariff related items for the network services it is proposing in response to this RFR in a timely fashion upon contract award and accepts any and all costs associated with all required regulatory filings.*

3.3.2 Contract/Tariff Filings

The Bidder **must** file, with the appropriate regulatory body, any “tariff amendments” to ensure that the required terms and conditions of this RFR as well as the Standard Commonwealth Terms & Conditions are part of the "tariff" document(s) on file with the Federal Communications Commission and/or the Massachusetts Department of Telecommunications and Energy (DTE).

The Bidder **must** ensure that this “tariff amendment” is such that in the event of a conflict between the terms of any standard tariffs on file and the Standard Commonwealth Terms & Conditions of any contract and subsequent extensions resulting from this RFR that the latter will prevail.

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

- ☐ *Our firm warrants that it will file, with the appropriate regulatory body, any “tariff amendments” to ensure that the required terms and conditions of this RFR as well as the Standard Commonwealth Terms & Conditions are part of the "tariff" document(s) on file with the Federal Communications Commission and/or the Massachusetts Department of Telecommunications and Energy (DTE) and that the that the latter will prevail.*

3.4 Account Management

3.4.1 Online Account Management

The Bidder **must** provide to the MSLC an online account management system. This online account management system **must** be provided via secure website access or portal. The MSLC **must** be able to access this online system via industry standard web browser (e.g., Microsoft Internet Explorer™). It is a **must** that the MSLC be a part of the design process for the online account management system.

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

- ☐ *Our firm warrants that it will provide an online account management system to MSLC via a secure website access or portal available on an industry standard web browser. Our firm will include the MSLC as part of the design process for this system.*

3.4.2 Online Account Management Tools

This online account management system **must** provide the following functions at a minimum:

- A. **Account Inventory Tools:** an organizational structure of MSLC accounts, circuits, and customer premises equipment including cellular identifiers, IP, and MAC addresses, AIN, etc.
- B. **Invoicing Tools:** invoice summaries and details; create invoicing reports, send invoicing inquiries to the MSLC Account Team.
- C. **Ordering Tools:** create new service orders, modify previously entered orders, view the status of active and closed orders, cancel an order, and change invoicing information.
- D. **Repair Tools:** view and create repair tickets, view performance reports, track network repair history, etc.

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

- ☐ *Our firm warrants that it will provide an online account management system that includes all Tools related to Account Inventory, Invoicing, Ordering and Repair listed above.*

3.4.3 Levels of Access/Reporting Function Capabilities

The proposed online account management system **must** allow for levels of access (e.g., invoicing information only, repair system only, etc.). Such access **shall** be controlled at the password level thus ensuring that each user is restricted to certain online tools.

The Bidder **must** describe the reporting function of the online account management system detailing those standard reports available to the MSLC.

It is **mandatory** that the reporting function of the online account management system allow report data to be exported to industry standard formats (e.g., Microsoft Access™, Microsoft Excel™, etc.). The Bidder **must** list, in its response the formats or application packages to which this data can be exported.

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

- ☐ *Our firm warrants that it will allow for levels of access that are controlled at the password level, describe your firm's online account management system and reporting function detailing the standard reports available to the MSLC. This description must address each item in this specification and how the proposed online account management system meets these requirements.*

3.4.4 Changes in Bidder's Procedures

The Bidder **must** agree that any proposed changes in its procedures (e.g., how to report service troubles, how to obtain invoicing information, etc.) that occur after initial contract implementation **must** be reviewed and approved by the MSLC.

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

- ☐ *Our firm agrees that any proposed changes in its procedure are subject to review and approval by the MSLC.*

3.4.5 Interfacing with Other Business Entity

The Bidder's Account Team **must** work in conjunction with any customer premises equipment (CPE), voice, data, or video supplier utilized by the MSLC to resolve technical issues that may arise during MSLC's use of the Bidder's network services thus eliminating the need for the MSLC to be a mediator in problem resolution.

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

- ☐ *Our firm warrants that its Account Team will work in conjunction with any customer premises equipment (CPE), voice, data, or video supplier utilized by the MSLC to resolve technical issues that may arise during MSLC's use of the Bidder's network services thus eliminating the need for the MSLC to be a mediator in problem resolution.*

3.4.6 Annual Services Audit

At its sole discretion, the MSLC may retain the services of a Telecommunications/Network Communication Services Audit contractor specializing in the field of network services invoicing for voice, data, and video related services. Subject to MSLC approval, a statewide annual audit may be authorized in an effort to identify and realize savings in the acquisition and maintenance of communications lines and equipment procured through this contract. Should such Audit Services be utilized by the MSLC, the Bidder **must** agree to provide such contractor with all necessary records, invoice, etc. to facilitate this audit process.

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

☐ *Our firm warrants that that it will provide MSLC or its designated contractor all necessary records, invoice, etc. to facilitate any audit process undertaken by MSLC.*

3.5 Invoicing of Services

The correct and timely invoicing of the network services used by the MSLC is of the utmost importance. Network services that are invoiced incorrectly or in an untimely manner affect all aspects of the MSLC's existing budgets, spending, allocation of funds, and fiscal year (FY) planning.

The MSLC will not tolerate consistent and continual erroneous or untimely invoicing of services. Such behavior on the part of the Bidder may result in the removal of the Bidder from the existing contract for non-performance.

3.5.1 Required Invoicing Cycle

The Bidder **must** adhere to a monthly invoicing cycle for the proposed network services.

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

☐ *Our firm warrants that it will adhere to a monthly invoicing cycle for the proposed network services for the term of the contract and any subsequent extensions.*

3.5.2 Monthly Invoice Date

It is **required** that the MSLC be able to choose the day within the month upon which the thirty (30)-day invoicing cycle **will** commence.

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

- ☐ *Our firm warrants that it will allow MSLC be able to choose the day within the month upon which the thirty (30) day invoicing cycle begins.*

3.5.3 Basic Service Charges

The Bidder **must** provide an invoice for the basic service charge for the proposed network services on a monthly basis. This basic service charge is for those items that are static from one invoicing cycle to another.

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

- ☐ *Our firm warrants that it will provide on a monthly basis an invoice for the basic service charge that are static for the proposed network services for the term of this contract and any subsequent extensions without any reference to actual cost.*

3.5.4 Breakdown of Charges

The Bidder **must** provide an invoice that includes a breakdown of charges for the following categories:

- A. Monthly cost for network circuits/services;
- B. Monthly cost for network termination equipment;
- C. Non-recurring installation costs;
- D. Non-recurring miscellaneous costs.

Note: No cost information shall be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS (see Attachment C). 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.

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

- ☐ *Our firm warrants that it will provide an invoice that includes a breakdown of charges for the following categories: Monthly cost for network circuits/services; Monthly cost for network termination equipment; Non-recurring installation costs; Non-recurring miscellaneous costs for the proposed network services on a monthly basis for the term of this contract and any subsequent extensions without any reference to actual cost.*

Provide an example of an invoice that includes a breakdown of charges for the following categories: Monthly cost for network circuits/services; Monthly cost for network termination equipment; Non-recurring installation costs; Non-recurring miscellaneous costs for the proposed network services without any reference to actual cost submitted as a separate attachment clearly named "<Bidder's Name> – Detail of Charges and Credits".

3.5.5 Breakdown of Charges Report

The Bidder **must** provide upon MSLC request, a simple report listing all items and associated costs included in the basic service charge. This report **must** include the quantity of each item, the location of the item, a description of each item, and the cost for each item in a simple report format understandable to the layperson. The use of codes in place of product description **will not** be acceptable in this breakdown report although the Bidder may list associated invoicing codes for its own use.

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

- ☐ *Our firm warrants that upon request of the MSLC that it will provide a simple report listing associated costs for all items in the basic service charge. The report includes the following: quantity; location; product description and cost for each item associated with the basic service charge. Our firm further warrants that while we may use codes for our own use, we will provide product descriptions that are understandable to the layperson.*

3.5.6 Detail of Charges and Credits

When invoicing non-recurring charges or credits, the Bidder **must** provide appropriate details on the invoice or through the online account system.

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

- ☐ *Our firm warrants that it will provide appropriate details on the invoice or through the online account system listed in Section 3.4.1.*

Provide an example of an invoice that includes appropriate non-recurring charges or credits without any reference to actual cost submitted as a separate attachment clearly named "<Bidder's Name> – Detail of Charges and Credits". 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.

3.5.7 Regulatory Charges

The Bidder **must** identify, separately on its invoice, those charges mandated by regulatory bodies. These regulatory charges **must not** be included in the basic service charge identified in Section 3.5.3.

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

- ☐ *Our firm warrants that it will provide separately on its invoice, those charges mandated by regulatory bodies. The basic service charges identified in Section 3.5.3. Do not include these regulatory charges.*

Provide example of an invoice that includes instances of charges mandated by regulatory bodies without any reference to actual cost submitted as a separate attachment clearly named "<Bidder's Name> – Regulatory Charges Invoice Example". 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.

3.5.8 Reporting of Regulatory Charges

The Bidder **must** provide in its response a list of regulatory charges that are associated with each of the proposed type of network services.

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

- ☐ *Our firm warrants that listed below are a list of regulatory charges that are associated with each of the proposed type of network services.*

List all regulatory charges by the proposed type of network services. Do not provide other cost information that pertains to this RFR, as it needs to be only provided in the Cost Table (see Attachment C). 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.

3.5.9 MSLC's Tax Exemption

Purchases made by the MSLC are exempt from Federal and Massachusetts state taxes. All network services **must** exclude any such taxes. MSLC's Tax exemption certificates **will** be furnished upon request.

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

- ☐ *Our firm warrants that all Federal and Massachusetts state taxes for all network services will be excluded from all MSLC invoices.*

3.5.10 MSLC Late Payment Charges

The Bidder **must not** invoice the MSLC for late payment charges if payment for services is received within sixty (60) days of the invoice date during the terms of this contract and any subsequent extensions. It is **desirable** that the Bidder not invoice the MSLC for late payment charges at any time.

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

- ☐ *Our firm warrants that it will not apply late payment charges for services received within sixty (60) days of the invoice date.*

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

- ☐ *Our firm warrants that it will not apply late payment charges at any time.*
- ☐ *Our firm is unable to meet this desirable.*

Describe any scenarios when the firm will invoice the MSLC for late payment charges.

[Insert response here:]

3.5.11 Bidder's Other Charges and Fees

The Bidder **must** not assess the network services provided to the MSLC with per line surcharges or any other costs associated with recovering the Bidder's basic costs of doing business or designed to generate additional revenue for the Bidder (e.g., property taxes, central office equipment reimbursement, network construction, etc.).

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

- ☐ *Our firm warrants that it will not charge MSLC additional per line surcharges or any other costs associated with recovering the firms basic cost of doing business.*

3.5.12 Single Invoice

It is a **must** that the Bidder be capable of providing a single invoice that can be subdivided by groups of circuits, etc. identified by the MSLC. For example, the MSLC designates specific circuits to be in one (1) group while other circuits are designated for another group. The invoice **must** allow for the sub-totaling of costs by each group constructed in the invoice.

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

- ☐ *Our firm warrants that it will provide a single invoice that allows MLSC to subdivide and further format the invoice into groups of circuits and allow costs for each circuit and group to be sub-totaled.*

Provide an example of the invoice in this format without any actual cost reference clearly named "<Bidder's Name> – Single Invoice Example" has been submitted as a separate attachment in our response to this RFR.

3.5.13 Invoicing Issues

It is **mandatory** that invoicing issues between the Bidder and the MSLC will not interfere with MSLC's provided services.

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

- ☐ *Our firm warrants that issues related to invoicing will not interfere with MSLC's provided services.*

3.5.14 Online Invoicing System

The Bidder **must** provide to the MSLC an online invoicing system. This online invoicing system **must** be provided via secure website access or portal. The MSLC **must** be able to access this online system via industry standard web browser (e.g., Microsoft Internet Explorer™).

This online invoicing system may be an integrated part of the account management system described in Section 3.4.1 and **must** provide the following functions at a minimum:

- A. Access to invoicing summaries;
- B. Access to invoicing details;
- C. Ability to create invoicing reports;
- D. Ability to send invoicing inquiries to the account team.

The proposed online invoicing system **must** allow for levels of access (e.g., invoicing summaries, invoicing reports, etc.). Such access **shall** be controlled at the password level thus ensuring that each user is restricted to certain online tools.

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

- ☐ *Our firm warrants that it will provide the MSLC an online account management system with online access via an industry standard web browser to a secure website or portal. This online account management system will contain at a minimum access to invoicing summaries and details; ability to create invoicing reports, and the ability to send invoice inquiries to the account team. The online access will be controlled at the password level to restrict MSLC personnel to certain online tools.*

3.5.15 Invoicing of Past Charges

The Bidder **must not** invoice the MSLC for any monthly service or network usage that was utilized sixty (60) days or more prior to the beginning of the then current invoicing cycle. The MSLC **shall not** be responsible for the inefficiency of the Bidder's invoicing system.

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

- ☐ *Our firm warrants that it will not invoice the MSLC for any monthly service or network usage that was utilized sixty (60) days or more prior to the beginning of the then current invoicing cycle.*

3.5.16 Disputed Charges - Bidder's Response to Disputed Charges

In order to avoid possible past due or termination notices, the Bidder **must** describe its process for dealing with disputed charges from the MSLC (e.g., removal of the charge until resolution,

applying a credit on the invoice until resolution, etc.). It is **desirable** that disputed charges be reflected as a separate line item on the monthly invoice to the MSLC until resolution.

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

☐ *Our firm warrants that it will describe its process for dealing with disputed charges.*

Include description here:

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

☐ *Our firm warrants that disputed charges will be reflected as a separate line item on the monthly invoice to the MSLC until resolution.*

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

3.5.17 Changes in Monthly Costs

The Bidder **must** not invoice the MSLC for any new or additional charges (recurring or non-recurring) to those costs proposed in the Cost Tables in Attachment C for the entire contract period, including any subsequent extensions. This includes any new charges mandated by regulatory bodies, new surcharges instituted by the Bidder after regulatory approval, etc. The MSLC **will** only allow new charges that are mandated by law to the end user.

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

☐ *Our firm warrants that only new regulatory charges that are mandated to the end user will be added to the MSLC's invoice.*

3.5.18 Withdrawal of Incorrect Invoices

The Bidder **must** state that it understands the following instructions from the Office of the State Comptroller (OSC) to Commonwealth Agencies for dealing with incorrect invoices.

In compliance with the Office of the State Comptroller's Expenditure Guidelines, Agencies may apply reasonable standards of invoice verification. Incorrect invoices from Bidders, whether paper documents or EDI, should be returned to and corrected by the Bidder and not adjusted by the Agency staff. A correct invoice **must** be received by the Agency within sixty (60) days of the date of dispute to be paid. There **must** be evidence of a permanent solution of the error

condition. Non-recurrence of the error condition **will** be considered an acceptable solution. If the error is found to be inherent in the Bidder's invoicing system, a correct invoice is still required. If these guidelines are not met, the Bidder **will** assume responsibility for the charges.

The above guidelines **shall** be followed by the MSLC during the term of this contract and any subsequent extensions.

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

- ☐ *Our firm warrants that it will comply with the requirements outlined in the above section as it relates to invoice verification in compliance with the Office of the State Comptroller's Expenditure Guidelines.*

3.5.19 Availability of Monthly Invoice

It is **desirable** that the current invoice be available online within two (2) business days of the end of the monthly invoicing cycle.

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

- ☐ *Our firm warrants that it will meet this desirable by having the current invoice online within two (2) business days of the end of the monthly invoicing cycle.*
- ☐ *Our firm is unable to meet this desirable.*

Describe how soon the current invoice will be available online after the monthly invoicing cycle ends.

[Insert response here:]

3.5.20 Online Access to Past Invoicing

The online invoicing system **must** allow for the accessing of a minimum of eighteen (18) months of invoicing records. It is **desirable** that the online invoicing system allow for the accessing of two (2) years of invoicing records.

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

- ☐ *Our firm warrants that its online invoicing system will allow accessing invoicing records for a minimum of eighteen (18) months.*

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

- ☐ *Our firm warrants that it will meet this desirable by allow accessing of two (2) years of invoicing records.*
- ☐ *Our firm is unable to meet this desirable.*

Describe how long invoices will be available online.

[Insert response here:]

3.5.21 Accessing of Invoicing Records

It is **desirable** that the online invoicing system allow for the accessing of invoicing records from the commencement of this contract until its completion including any subsequent extensions.

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

- ☐ *Our firm warrants that it will meet this **desirable** by having the current invoice online from the beginning of this contract until its completion including any subsequent extensions.*
- ☐ *Our firm is unable to meet this **desirable**.*

3.5.22 Financial Penalty

The Bidder's invoicing **must** adhere to the mandatory specifications of this RFR. Failure to provide the service invoice as required will result in a financial penalty of one hundred dollars (\$100.00) per infraction. This financial penalty will be issued to the MSLC as a credit on the monthly invoice of the proposed network services.

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

- ☐ *Our firm agrees that failing to provide a service invoice as detailed in the specifications of this RFR will result in a one hundred dollar (\$100.00) penalty per infraction issued as a credit on the monthly invoice of the proposed network services.*

3.6 Network Service Records

3.6.1 Tracking of Service Orders

The MSLC has instituted a numbering system issued by the Lottery's Licensing Department to keep track of orders to the current service provider. The numbering system used is sequential and was implemented as some network service orders have multiple Lottery Agents with the same store name in the same city or town. This Agent Identification Number (AIN) has grown to five (5) digits and appears on the current network service invoice as a line item. (e.g., Request Number INSTALL15356 or Request Number AIN 4791).

The Bidder is **required** to continue to use Agent Identification Number (AIN) to track service orders with the new network services.

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

- ☐ *Our firm warrants that it will use the MSLC Lottery Agent Identification Number (AIN) to track service orders with all network services for the term of the contract and any subsequent extensions.*

3.6.2 MSLC AIN Format Changes

The Bidder **must** allow for the AIN to expand to at least eight (8) digits and consist of alphanumeric digits (format). The MSLC may require different formats of this number if required by a new Host computer system.

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

- ☐ *Our firm warrants that it will accommodate any format of the MSLC Lottery Agent Identification Number (AIN).*

3.6.3 Bidder's Database Cross Referencing Capabilities

The Bidder **must** be capable of cross-referencing the AIN with the Bidder's installation number and, after installation, the circuit number, cellular phone number, MEID, IP address, SIM, etc.

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

meets these requirements.

- ☐ *Our firm warrants that it will cross-reference the Lottery's AIN with our firm's installation number, circuit number, cellular phone number, MEID, IP address, SIM, and any other identifiers used by the firm.*

3.6.4 Services Record

The Bidder's Account Team **must** keep detailed records of all services installed for the MSLC dating back to the initial date of this contract. These records **must** include, at a minimum, the following:

- A. The summary report with the total number and type of services initially installed at the MSLC under this contract;
- B. A detailed report with a list of invoicing telephone numbers or account numbers associated with the network services initially installed at the MSLC, if applicable;
- C. A report listing all network services installed after the initial system installation for the MSLC including the date of the new service order, the date of service installation, and the location of service installation;
- D. The reports **must** be available within three (3) business days of request by the MSLC;
- E. The reports **must** be submitted to the MSLC every six (6) months at a minimum;
- F. The reports **must** be provided via an approved MSLC online system (internet website, portal, etc.).

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

- ☐ *Our firm warrants that it will retain and provide to the MSLC within three (3) days upon request detailed records, a summary report, and a report for all network services installed after the initial system installation of all services installed for the MSLC from the initial date of this contract.*

3.6.5 MSLC Historical Database

The Bidder **shall** accept data from the MSLC's historical network changes database and incorporate this data into their proposed system. It is **desirable** that the MSLC be required to do

minimal processing/formatting of its historical data in order for the Bidder to meet this requirement.

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

- ☐ *Our firm warrants that it will accept data from the MSLC's historical network changes database and incorporate it into our proposed system.*

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

- ☐ *Our firm warrants that the MSLC will have minimal processing/formatting of its historical data.*
- ☐ *Our firm is unable to meet this desirable.*

3.7 Initial Implementation of Services

3.7.1 Implementation Plan

It is the intent of the MSLC that the proposed network of services **will** replace the existing Frame Relay network. Transition from this existing network **must** be carefully coordinated with the MSLC to reduce or eliminate any downtime. The Bidder **must** develop a complete implementation plan for the MSLC. This plan **must** include implementation personnel, installation timeframes, escalation procedures, and MSLC acceptance plan.

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

- ☐ *Our firm warrants that it will provide a comprehensive implementation plan that will include implementation personnel, installation timeframes, escalation procedures, and MSLC acceptance plan for the proposed network of services, which minimizes downtime while replacing the existing Frame Relay network to the new proposed network.*

Provide a detail outline of a comparable implementation plan.

[Insert response here:]

3.7.2 Statement of Capabilities

The Bidder **must** agree to furnish all labor, supervision, equipment, materials, and supplies necessary to properly and competently install all network services procured from this contract in working order according to the performance thresholds agreed upon by the Bidder and the MSLC.

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

- ☐ *Our firm warrants that it agrees to furnish all labor, supervision, equipment, materials, and supplies necessary to properly and competently install all network services procured from this contract in working order according to the performance thresholds agreed upon by our firm and the MSLC.*

3.7.3 Support Capabilities

The Bidder **must** provide a solution that is managed closely with the MSLC. The Bidder **must** support both a legacy and IP-based technologies that the MSLC has now and have the expertise to customize a solution for the MSLC if during the term of this contract or subsequent extensions the Host computer systems or Lottery terminals should change.

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

- ☐ *Our firm warrants that it will provide detailed documentation of its migration solution for both a legacy and future IP-based technologies.*

[Insert response here:]

3.7.4 Typical Installation Timeframes

The Bidder **must** list their typical installation timeframes (from receipt of order to installation/activation) for each end point of the network proposed in response to this RFR. It is **desirable** that the install time be not more than five (5) days.

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

- ☐ *Our firm warrants that listed below is the typical installation timeframes from receipt of order to installation/activation for each end point of the proposed network services.*

[Insert response here:]

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

- ☐ *Our firm warrants that it will consistently meet the desirable by limiting the installation timeframes from receipt of order to installation/activation for each end point of the proposed network services to a maximum of five (5) days.*
- ☐ *Our firm is unable to meet this desirable. Please set the best time frames your firm is able to meet.*

Provide detailed documentation of its installation timeframes your firm is able to consistently meet for wired and wireless.

[Insert response here:]

3.7.5 Installation Non-Performance Penalties

Once an installation date is agreed upon by the Bidder and the MSLC, the Bidder is required to use all necessary reasonable efforts to meet these installation dates. The MSLC will rely on the proposed network services in order to provide service to its Lottery Agents and the general buying public, and therefore insists on levying penalties for non-performance. The Bidder **must** address this issue of non-performance penalties by providing its standard penalty policy.

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

- ☐ *Our firm warrants that a copy of our standard penalty policy clearly named "<Bidder's Name> Standard Penalty Policy" has been submitted as a separate attachment to COMMBUYS in our response to this RFR.*

3.7.6 Required Project Manager

The Bidder **must** provide a Project Manager for the implementation of the proposed network services for the MSLC. The Project Manager **must** serve as the Single Point of Contact (SPOC) for the MSLC during the initial network implementation period regardless of the length of this implementation period. The Project Manager **must** be readily available to the MSLC via telephone, cellular telephone, and e-mail at a minimum during the course of this project.

The Project Manager for the implementation of the network services **must** have experience with the implementation of network services on a scale equal to the MSLC. The Project Manager for the implementation of the network services **must not** be the Account Manager.

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

- ☐ *Our firm warrants that there is an experienced Project Manager for the implementation of the proposed network services who will serve as the Single Point of Contact for the MSLC throughout the entire implementation period. The Project Manager will be readily available to the MSLC via telephone, cellular telephone, and email at a minimum during the course of this project with experience implementing network services on a scale equal to the MSLC's project. A professional resume of this Project Manager detailing qualifications and experience on projects is submitted to COMMBUYS as a separate attachment named "<Bidder's Name> Project Manager Resume" in our response to this RFR. The Project Manager for the implementation of the network services will not be the Account Manager.*

3.7.7 Project Manager Reporting Rights

It is **desirable** that the Project Manager has direct reporting rights to the Bidder's Executive Level.

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

- ☐ *Our firm warrants that it will meet the desirable with the Project Manager having direct reporting rights to the Bidder's Executive Level.*
- ☐ *Our firm is unable to meet this desirable.*

3.7.8 Required Implementation Package

The Bidder **must** provide in its response an Implementation Package, which contains, at a minimum, the following items:

- A. Name of the Project Manager, Location of the Project Manager, Qualifications Statement;
- B. Names of the Implementation Project Team Members, Location of the Implementation Project Team Members, Qualifications Statements for each Member;
- C. A list of implementation milestones based on the MSLC network requirements;
- D. A list of responsibilities of the MSLC during system implementation;

- E. Authorization Forms to be used to designate Authorized Personnel at the MSLC;
- F. Escalation procedures including management personnel contact numbers, email, etc.

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

- ☐ *Our firm warrants that a separate attachment named "<Bidder's Name> Implementation Package" detailing the items listed in section 3.7.8 has been submitted to COMMBUYS in our response to this RFR.*

3.7.9 Escalation Procedures during Implementation

The Bidder **must** provide escalation procedures to address inadequate service during implementation of the proposed network of services. These escalation procedures **must** include multiple levels of management personnel. Access to additional management personnel **must** be made available to the MSLC upon request.

In addition, these procedures **must** include:

- A. A list of personnel at each level of escalation (titles/positions in place of specific individual names is acceptable);
- B. Contact telephone, fax, pager, e-mail, cellular numbers for the personnel listed above;
- C. Methods by which escalation is initiated and conducted;
- D. Criteria for escalation at each level.

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

- ☐ *Our firm warrants that listed below are the escalation procedures that the MSLC has the right to initiate at its sole discretion based on diminished service or non-performance.*

Provide details for escalation procedures that the MSLC has the right to initiate at its sole discretion based on diminished service or non-performance:

- A. A list of personnel at each level of escalation (titles/positions in place of specific individual names is acceptable);

[Insert response here:]

B. Contact telephone, fax, pager, e-mail, cellular numbers for the personnel listed above;

[Insert response here:]

C. Methods by which escalation is initiated and conducted;

[Insert response here:]

D. Criteria for escalation at each level.

[Insert response here:]

3.7.10 Transition by Geographic Area

The Bidder **must** describe how it will transition the current network services by geographic areas as currently determined by the existing network services configuration. It is **desirable** that the Bidder transition existing Lottery Agents by geographic area mutually agreed upon by the Bidder and the MSLC.

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

☐ *Our firm warrants that listed below are plans to transition the current network services by geographic areas.*

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

☐ *Our firm warrants that it will meet the desirable to transition existing Lottery Agents by geographic areas mutually agreed upon with the MSLC.*

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

3.7.11 Transition by Multiple Geographic Areas

It is **desirable** that the Bidder transition existing Lottery Agents in multiple geographic areas simultaneously as mutually agreed upon by the Bidder and the MSLC. It is **desirable** that this geographic area transition be as transparent as possible to the Lottery Agent and the MSLC.

Note: By checking the appropriate box your business confirms that the desirable will or will

not be met.

- ☐ *Our firm warrants that it will meet the desirable to transition existing Lottery Agents in multiple geographic areas simultaneously as mutually agreed upon by the Bidder and the MSLC.*
- ☐ *Our firm is unable to meet this desirable.*

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

- ☐ *Our firm warrants that it will meet the desirable that the geographic area transition will be as transparent as possible to the Lottery Agent and the MSLC.*
- ☐ *Our firm is unable to meet this desirable.*

3.7.12 Agent Downtime During Implementation

It is **desirable** that the downtime experienced by the transition of the Lottery Agent terminal from the existing network circuit to the new circuit be no more than ten (10) minutes based on the circuit being installed and fully tested prior to transition.

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

- ☐ *Our firm warrants that it will meet the desirable to limit the downtime experienced by the transition of the Lottery Agent terminal from the existing network circuit to the new circuit to no more than ten (10) minutes based on the circuit being installed and fully tested prior to transition.*
- ☐ *Our firm is unable to meet this desirable.*

3.7.13 Bidder's Plan to Minimize Downtime

It is **highly desirable** that the Bidder describes the steps it will take to minimize any downtime that may occur when converting Lottery Agents to the new network.

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

- ☐ *Our firm warrants that it will meet the highly desirable and listed below are our plans to minimize any downtime when converting Lottery Agents to the new network.*

[Insert response here:]

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

3.7.14 Host Sites Migration Plan

The Bidder **must** describe the migration plan for the Lottery Agent network services terminating at the MSLC Primary Host Site and the Secondary Host Site. This description must include how the how the two (2) Lottery Agent networks (existing poll select network and the IP based network) will operate simultaneously while the migration takes place.

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

☐ *Our firm warrants it will submit a migration plan for the network services terminating at the MSLC Primary Host Site and Secondary Host Site, which will include how it will operate simultaneously with the existing network. A copy of our migration plan clearly named "<Bidder's Name> Host Sites Migration Plan" has been submitted as a separate attachment to COMMBUYS in our response to this RFR.*

3.7.15 Host Sites Migration Plan Schedule

It is **desirable** that Bidder 's network services required be installed, tested, and accepted at the MSLC Primary Host Site and the Secondary Host Site within sixty (60) days of the service order date.

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

☐ *Our firm warrants that it will meet the desirable goal of within sixty (60) day completion schedule can be met.*

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

3.7.16 Host Site Projected Timeline

It is **desirable** that all network services required at the MSLC Primary Host Site and the Secondary Host Site be installed, tested, and accepted within the shortest timeframe possible.

Note: By checking the appropriate box your business confirms that the desirable will or will

not be met.

- ☐ *Our firm warrants that it will meet the desirable that all network services required at the MSLC Primary Host Site and the Secondary Host Site be installed, tested, and accepted within the shortest timeframe possible.*

Describe your firm's plans to shorten this timeframe.

[Insert response here:]

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

3.7.17 Bidder's Response to Outside Plant Facilities

The Bidder **must** describe how it **will** address situations where a cellular solution is not possible and the outside plant facilities are not adequate for a wired MPLS VPN service at the Lottery Agent location and how the Bidder **will** still meet the **required** installation timeframes. It is **desirable** that less than five percent (5%) of the Lottery Agents locations will be wired MPLS VPN.

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

- ☐ *Our firm warrants that listed below are the plans to address situations where outside plant facilities are not adequate for using a wired MPLS VPN service at Lottery Agent location that will allow us to still meet the required installation timeframes.*

[Insert response here:]

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

- ☐ *Our firm warrants that it will meet the desirable of less than five percent (5%) of the Lottery Agents locations will be wired MPLS VPN.*
- ☐ *Our firm is unable to meet this desirable.*

3.7.18 Transition Plan and Current Provider

The Bidder **must** cooperate with the existing network service provider during the transition of the Lottery Agents to the new network.

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

meets this requirement.

- ☐ *Our firm warrants that it will cooperate with the existing network service provider during the transition of the Lottery Agents to the new network system.*

3.7.19 Timeframe to Transition to Bidder's Solution

The Bidder **must** transition all Lottery Agents to the new network within eight (8) months of the testing and acceptance of the network services installed at the MSLC Primary Host Site and the Secondary Host Site.

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

- ☐ *Our firm warrants that it will transition all Lottery Agents to the new network within eight (8) months of the testing and acceptance of the network services installed at the MSLC Primary Host Site and the Secondary Host Site.*

3.7.20 Timeframe to Transition to Bidder's Solution Desirable

It is **highly desirable** that the transition of all Lottery Agents to the new network be accomplished within the shortest timeframe possible.

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

- ☐ *Our firm warrants that it will meet the desirable of transitioning of all Lottery Agents to the new network within the shortest timeframe possible.*

Describe your firm's plans in detail to transition all Lottery Agents to the new network within the shortest timeframe possible.

[Insert response here:]

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

3.7.21 Initial Implementation Meeting

The Bidder **must** conduct an initial network service implementation meeting with the MSLC Project Team. This initial implementation meeting **must** include the following at a minimum:

- A. Introduction of the Bidder's Account Team Members;
- B. A discussion of the network of services included on the contract resulting from this procurement;
- C. A review of all customer premises equipment (e.g., protocol converters, routers, etc.) purchased as part of this contract;
- D. A discussion of the project objectives;
- E. A review of the proposed network of services schematic or design;
- F. A review of the projected installation timeline, the setting of a system implementation schedule and a discussion of factors that may impact this timeline;
- G. A review of all task responsibilities of the Bidder and MSLC personnel;
- H. A review of training procedures and the responsibilities of the Bidder and the MSLC;
- I. A review of escalation procedures in case of issues during the installation process;
- J. A review of network testing and troubleshooting procedures;
- K. A discussion and agreement upon acceptance procedures and criteria;
- L. A discussion of the schedule for ongoing implementation meetings.

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

☐ *Our firm warrants that it will meet with the MSLC for an initial network service implementation that will at least include all components listed and described above.*

3.7.22 Equipment Trade In

It is **desirable** that the Bidder accept the current MSLC owned Frame Relay CSU/DSU router equipment collected from the Lottery Agent locations as a trade in against the proposed network services.

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

- ☐ *Our firm warrants that it will accept the current MSLC owned Frame Relay CSU/DSU router equipment collected from the Lottery Agent locations as a trade in against the proposed network services.*

No cost information shall be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS. 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.

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

3.7.23 Completion of Service Installation

The Bidder **must** agree that the network installation is considered complete upon acceptance of the installation by the MSLC. The MSLC **shall** adhere to Section 3.11.7 of this RFR for determining system acceptance.

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

- ☐ *Our firm agrees that the network installation is considered complete upon acceptance of the installation by the MSLC. The MSLC shall adhere to Section 3.11.7 of this RFR for determining system acceptance.*

3.7.24 Network Service Documentation

Upon completion of the network installation at the MSLC and its Lottery Agents, the Bidder **must** provide the following network documentation to the MSLC:

- A. A complete list of circuit types with installed location address;
- B. A complete list of cellular information including cellular phone number, ESN/ MEID, IP addresses;
- C. MAC addresses, SIM id, serial number of equipment, and any other identifying numbers;
- D. A complete list of circuit identification numbers with installed location address;
- E. A complete list of network interface equipment cross referenced to the network circuit identification number;
- F. A complete list of circuit numbers cross-referenced with the assigned AIN (see Section 3.6).

The Bidder **must** update this information during the life of the contract and any subsequent extensions, as changes occur in the circuit inventory.

The Bidder **shall** provide access to this information via the online account system required in Section 3.4.1.

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

- ☐ *Our firm warrants that upon completion of the network installation, it will maintain an updated list of circuit types by address; an updated list of cellular information; an updated list of circuit identification numbers by installed location address; an update list of network interface equipment cross referenced to the network circuit identification number that is cross referenced with the assigned AIN. This updated information will be available to the MSLC via the online account system requirements found in Section 3.4.1 of this RFR.*

3.7.25 Working Hours

The Bidder **must** consider normal business working hours to be 9 a.m. – 5 p.m. ET, for the initial installation of the proposed network services. However, the MSLC may require select locations to be installed during evening or weekend hours to eliminate possible network degradation or failure.

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

- ☐ *Our firm warrants that normal business working hours are 9 a.m. – 5 p.m. ET, for the initial installation of the proposed network services. However, our firm agrees that the MSLC may require select locations to be installed during evening or weekend hours to eliminate possible network degradation or failure.*

3.8 Pre-Installation Site Visits and Service Additions

3.8.1 Bidder's Coverage Area for Lottery Agent Locations

The Bidder **must** ensure that the cellular tower signal strength is acceptable within the Lottery Agent locations. The MSLC is interested in only the radio spectrums that the Bidders certified cellular routers **will** be operating in. It is **desirable** that the Bidder state in the cost table (see

Attachment C) two (2) scenarios; a cost for a cellular site survey at each Lottery Agent terminal location and the cost of training MSLC technicians to do cellular site surveys.

Note: No cost information shall be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS. 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.

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

- ☐ *Our firm warrants that it will determine if the cellular tower signal strength is acceptable within the Lottery Agent locations.*

3.8.2 Sample Survey Site Form

It is **desirable** that the response includes an example of the sample survey site form clearly named "<Bidder's Name> – Sample Site Survey Form" submitted as a separate attachment in our response to this RFR.

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

- ☐ *Our firm warrants that it is able to meet the desirable by outlining the two (2) scenarios: the cost for a cellular site survey at each Lottery Agent terminal location and the cost of training MSLC technicians to do cellular site surveys in the cost table (see Attachment C). 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.*
- ☐ *Our firm is unable to meet this desirable.*

3.8.3 Bidder's Site Survey Details

It is **desirable** that Bidder cellular site survey includes but is not limited to the actual signal power in "dbm", the location of the nearest cell tower, the antenna placement to pick up the best possible signal at the Lottery Agent location, and a description of natural or man-made obstructions. Also state if a signal booster is recommended or if the Lottery Agent location should use a wired MPLS VPN solution.

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

☐ *Our firm warrants that it is able to meet the desirable with the cellular site survey including but not limited to the actual signal power in “dbm”, the location of the nearest cell tower, the antenna placement to pick up the best possible signal at the Lottery Agent location, a description of natural or man-made obstructions, signal booster requirements, or wired MPLS VPN solution required.*

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

3.8.4 Bidder’s Site Visit by City/Town

It is **desirable** that the Bidder conducts on-site visits to a sample of Lottery Agent locations at minimum of two (2) per city/town to ensure the suitability for network service installation (see Attachment R).

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

☐ *Our firm warrants that it is able to meet the desirable to conduct an on-site visit to a sample of Lottery Agent locations with a minimum of two per municipality to ensure the suitability for network service installation.*

If able to meet this desirable, exactly how many Lottery Agent locations per municipality will have an on-site visit during the initial network system installation?

[Insert response here:]

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

3.9 Installation Personnel Requirements

3.9.1 Bidder’s Project Personnel Requirements

The Bidder **must** agree that all implementation project personnel **shall** be familiar with the requirements of this RFR document in order to ensure that all tasks required of the Bidder **will** be performed by the Implementation Project Team. The Bidder **must not** simply approach network implementation with its standard implementation procedures but ensure that the procedures adhere to all requirements of this RFR.

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

meets these requirements.

- ☐ *Our firm warrants that it will ensure that all implementation project personnel understand the requirements of this RFR document to complete all tasks and these tasks will be performed by the Implementation Project Team.*

3.9.2 Bidder's Installation Personnel Preparedness

The Bidder **must** ensure that all installation personnel assigned to install services to the MSLC and its Lottery Agents appear at the installation site fully equipped to perform the installation duties required. "Fully Equipped" is described as possessing all tools, cable, connectors, ladders, test equipment, termination equipment, etc. needed to complete the required installation without requiring the MSLC or the Lottery Agent to supply such items.

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

- ☐ *Our firm warrants that it will ensure that all installation personnel assigned to install services to the MSLC and its Lottery Agents appear at the installation site fully equipped to perform the installation duties required.*

3.9.3 Bidder's Personnel Professional Appearance

The Bidder **must** ensure that all installation personnel assigned to install services to the MSLC and its Lottery Agents appear at the installation site dressed in a professional manner and possessing some type of official company photo identification.

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

- ☐ *Our firm warrants that it will ensure that all installation personnel assigned to install services to the MSLC and its Lottery Agents appear at the installation site dressed in a professional manner and possess some type of official company photo identification.*

3.9.4 Bidder's Personnel Site Contact Procedure

All Bidder's personnel upon entering the premises of the MSLC or its Lottery Agents **must** inform the designated MSLC or Agent contact of his/her arrival. The Bidder must also inform the designated contact when leaving the MSLC or Lottery Agent premises.

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

- ☐ *Our firm warrants that whenever entering or departing the premises of the MSLC or its Lottery Agents, our personnel will inform the designated contact at the MSLC or its Lottery Agent of their arrival/departure.*

3.9.5 MSLC Security Requirements

All Bidder's personnel **must** comply with the physical security requirements of the MSLC for each MSLC location in which they are performing services under this contract and any subsequent extensions including the signing of required log in/out forms, etc.

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

- ☐ *Our firm warrants that our personnel will comply with the physical security requirements for each MSLC location in which they are performing services including the signing of required log in/out forms, etc.*

3.9.6 Bidder's Sub-Contracted Installation Personnel

All sub-contracted installation personnel **must** conduct themselves in a professional manner during the installation process at the MSLC and its Lottery Agents leading to little or no disruption to the MSLC or Lottery Agent's daily business/operation or its visitors.

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

- ☐ *Our firm warrants that all sub-contracted installation personnel will conduct themselves in a professional manner during the installation process at the MSLC and its Lottery Agents leading to little or no disruption to the MSLC or Lottery Agent's daily business/operation or its visitors.*

3.9.7 MSLC Request to Re-Assign Installation Personnel

The MSLC reserves the right to request the re-assignment of any installation personnel it believes are not performing in a proper or professional manner within the facility causing disruption or embarrassment to MSLC personnel or its visitors. Should such reassignment of installation personnel be requested by the MSLC, the Bidder **must** provide replacement personnel immediately in order to meet assigned installation dates.

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

- ☐ *Our firm warrants will comply with MSLC request to re-assign any installation personnel immediately in order to meet assigned installation dates.*

3.9.8 MSLC's "Smoke-Free", and "Drug Free" Policies

MSLC facilities and all Lottery Agent locations are considered "smoke free" and "drug free". The Bidder **must** agree to inform its installation personnel of such non-smoking and drug regulations, and enforce such at the MSLC premises.

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

- ☐ *Our firm warrants that it will adhere to MSLC policies related to "smoke free and "drug free" at MSLC's facilities and all Lottery Agent locations and any other regulations and policies enforced.*

3.9.9 Bidder's Safety Procedure Documentation

The Bidder **must** maintain the highest level of safety for all personnel during the installation of the proposed network services and associated equipment. The Bidder **must** employ all industry standard safety procedures and practices during the project with the MSLC and any subsequent extensions.

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

- ☐ *Our firm warrants that it will maintain the highest level of safety for all personnel during the installation of the proposed network services and associated equipment. Our firm will employ all industry standard safety procedures and practices during the project with the MSLC.*

3.9.10 Prevailing Wage

The Bidder is **required** to adhere to all prevailing wage rate specifications and schedules as determined by the Commissioner of the Commonwealth of Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety and the United States Department of Labor when required. Questions regarding the Prevailing Wage Law may be answered by accessing the DLS website at www.mass.gov/dols or by calling the DLS Prevailing Wage Program at (617) 626-6953.

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

meets this requirement.

- ☐ *Our firm agrees that it will comply with all prevailing wage rate specification and schedules set forth by the Commonwealth or Federal government. Our firm also agrees to provide necessary documentation if requested by the MSLC, within five (5) business days.*

3.10 MSLC Sites and Lottery Agent Locations/Premises Requirements

3.10.1 Bidder's Site Cleanup

The Bidder **must** cleanup and remove any and all debris and packaging material resulting from its work at the MSLC and its Lottery Agent premises on a daily basis.

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

- ☐ *Our firm warrants that it will cleanup and remove any and all debris and packaging material resulting from its work at the MSLC and its Lottery Agent premises on a daily basis.*

3.10.2 Bidder's Site upon Installation Completion

Upon completion of network and system installation, the Bidder **must** leave the MSLC or its Lottery Agent's premises clean, orderly, and ready for immediate use.

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

- ☐ *Our firm warrants that upon completion of network service installation, our employees will leave the MSLC or its Lottery Agent's premises clean, orderly, and ready for immediate use.*

3.10.3 Bidder's Responsibility for Damage

The Bidder **shall** be completely responsible for replacing, restoring, or bringing to former condition any damage to floors, ceilings, walls, furniture, grounds, pavement, etc. caused by the Bidder's installation personnel at the MSLC or its Lottery Agent's premises. Any damage or disfigurements **shall** be restored to its former condition by the Bidder at no cost to the MSLC or Lottery Agents.

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

meets these requirements.

- ☐ *Our firm warrants that any damage or disfigurement caused by our installation employees will be completely restored to its former condition at no cost to the MSLC or its Lottery Agents.*

3.10.4 Installation Work Compliance

The Bidder **must** ensure that all of its work and materials comply with all local, state, and federal laws, ordinances, and regulations as well as the direction of any inspectors appointed by proper authorities having jurisdiction over this type of network and equipment installation.

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

- ☐ *Our firm warrants that it will ensure that all of its work and materials comply with all local, state, and federal laws, ordinances, and regulations as well as the direction of any inspectors appointed by proper authorities having jurisdiction over this type of network and equipment installation.*

3.10.5 Bidder's Permit Responsibility

The Bidder is responsible for obtaining all necessary permits. Should violation of codes occur relating to this network installation project because necessary permits were not identified and obtained by the Bidder, the Bidder **will** cease all work at that specific location and correct the situation immediately, at no cost to the MSLC, prior to continuation of system installation.

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

- ☐ *Our firm warrants that it will obtain all necessary permits. Should violation of codes occur relating to this network installation project because necessary permits were not identified and obtained by our firm, the firm will cease all work at that specific location and correct the situation immediately, at no cost to the MSLC, prior to continuation of system installation.*

3.11 Network Service Testing

3.11.1 Bidder's Network Testing Method and Procedures

The Bidder **must** perform standard network service testing to ensure that the proposed network (or network component) is fully implemented and ready to accept user traffic. The Bidder **must** describe what is required of the MSLC during this system testing. All hardware, software, software licensing, etc. required to perform this testing **must** be provided to the MSLC at no cost.

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

- ☐ *Our firm agrees that it will ensure that the proposed network and/or its components is fully implemented and ready to accept user traffic during the standard network service testing. Our firm will not charge the MSLC any costs related to hardware, software, software licensing, or any other costs required to perform this testing.*

3.11.1.1 Bidder's Network Testing Method and Procedures Description

It is **desirable** that the response includes a description of how your firm will perform this testing including industry standard methodologies, procedures, and protocols consistent with the proposed MSLC network.

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 by including a description of how this testing will be performed.*

[Insert response here:]

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

3.11.2 Bidder's Network Performance Testing

The Bidder is **required** to provide network service testing which simulates normal operating conditions of the installed network service or component to ensure proper network performance after hardware and software configuration is complete. It is **desirable** that testing include full traffic loads representing high traffic transaction rates such as high jackpot conditions.

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

- ☐ *Our firm agrees that it will provide network service testing which simulates normal operating conditions of the installed network service or component to ensure proper network performance after hardware and software configuration is complete.*

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 for network testing that includes full traffic loads representing high traffic transaction rates such as high jackpot conditions.*

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

[Insert response here:]

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

3.11.3 Collaborative Network Testing

The Bidder **must** conduct all network service testing in conjunction with authorized MSLC personnel.

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

- ☐ *Our firm agrees that all network service testing will be conducted in conjunction with authorized MSLC personnel.*

3.11.4 Bidder's Network Test Plan

The Bidder **must** provide a network service testing plan for the network of services proposed to the MSLC. This plan **must** include, but not necessarily be limited to, the following:

- A. A description of the proposed testing procedures to be used for network services installed within the Lottery Agents;
- B. A description of the proposed testing procedures to be used for network services installed at the MSLC Primary Host Site and the Secondary Host Site;
- C. A description of how the Bidder **will** provide written evidence to the MSLC that network testing has met or exceeded the performance levels required by the MSLC;

- D. A description of all contingency and recovery procedures to address network services that are not meeting performance levels.

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

- ☐ *Our firm agrees that the network service-testing plan will include at a minimum all the components listed above.*

3.11.5 MSLC's Right to Reject Failed Performance Testing

The Bidder **must** recognize the MSLC's right to require the re-installation of any network service, which fails to meet required performance levels during testing.

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

- ☐ *Our firm recognizes the MSLC's right to require the re-installation any network service, which fails to meet required performance levels during testing.*

3.11.6 Bidder's Network Performance Definition

The Bidder **must** describe its definition of "problem free" operation. It is **required** that the description includes, at a minimum, the following areas:

- A. Transaction time;
- B. Service availability percentage;
- C. Network integrity;
- D. Network latency.

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

- ☐ *Our firm warrants that it defines "problem free" operation, at a minimum using the following criteria above.*

3.11.7 Network Service Acceptance

The MSLC defines network service acceptance as the “problem free” operation of the network and its installed components for a period of thirty (30) consecutive days commencing with the completion of network installation and testing.

Should the network or network component fail to operate “problem free” during the thirty (30) day acceptance period, the Bidder **shall** correct the problem at no cost to the MSLC and the thirty (30) day acceptance period **will** begin again.

“Problem free” operation applies to the physical components of the network services provided by the Bidder including any necessary termination and interface hardware/systems but does not include problems caused by the failure of any MSLC provided premises cable plant, failure of any MSLC provided interface or switching systems or erroneous software/system programming by the MSLC.

For example: “Problem free” operation as it applies to the cellular network is the lack of persistent network availability causing downtime due to cell tower or cellular infrastructures provided by the Bidder.

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

- ☐ *Our firm warrants that network service acceptance will only occur when the operation of the network is “problem free” as defined by the MSLC for thirty consecutive days with the completion of network installation and testing. Our firm also agrees that if the network or a network component fails to operate during those thirty days “problem free” it will be corrected at no cost to the MSLC and the thirty (30) day timeframe begins again.*

3.11.8 MSLC Invoicing and Acceptance

Should the proposed network of services operate “problem free” during the initial thirty (30) day acceptance period, the Bidder may commence its invoicing of the network services starting from the installation date.

Should the installed network services or network components fail to operate “problem free” during the initial thirty (30) day period, the Bidder **will** correct the problem at no cost to the MSLC, and the thirty (30) day acceptance period **will** begin again from the point of problem resolution or repeating until “problem free”.

Should the installed network of services then operate “problem free” during this second thirty (30) day period, the Bidder may commence its invoicing of the network services starting with the first day of that second thirty (30) day acceptance period and not the date of service installation.

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

- ☐ *Our firm agrees if the proposed network of services operates “problem free” during the initial thirty (30) day acceptance period, the Bidder may commence its invoicing of the network services starting from the installation date.*

Should the installed network services or network components fail to operate “problem free” during the initial thirty (30) day period, the Bidder will correct the problem at no cost to the MSLC, and the thirty (30) day acceptance period will begin again from the point of problem resolution or repeating until “problem free”. This process will repeat until the network services or network components are “problem free” for thirty (30) days.

Should the installed network of services then operate “problem free” during this thirty (30) day period, the Bidder may commence its invoicing of the network services starting with the first day of the thirty (30) day acceptance period that was “problem free” and not the date of service installation.

3.12 Service Additions and Changes

The network needs of the MSLC are changing from day-to-day. The MSLC will undoubtedly need, after initial service installation, to add, delete, move, or enhance network services installed by the Bidder. This section of this RFR document addresses the procedures required for making additions or changes to the network services installed. After the initial services are installed, it is expected that the MSLC will increase and decrease the number and sizes of its network services as demands change. The MSLC’s total number of Lottery Agents is fairly stable. However, the implementation of new lottery games or additional lottery services may have a dramatic effect on the needs for network growth in both network endpoints and bandwidth.

3.12.1 Bidder’s Network Management and Future Lottery Agent Terminal Technology

The MSLC plans to collaborate with the winning vendor of the future Lottery Agent terminal working together with the Bidder to integrate and enhance this new technology.

3.12.2 MSLC’s Request for System Changes

The Bidder **must** allow for system changes (additions and deletions) in the future with no financial penalty to the MSLC.

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

meets these requirements.

- ☐ *Our firm warrants that it allows for additions and deletions in the future with no financial penalty to the MSLC.*

3.12.3 Bidder's Requirement for Network Expansion

The Bidder **must** agree to allow the MSLC to increase the installed network services in terms of the number of endpoints as well as the overall bandwidth as growth requirements dictate.

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

- ☐ *Our firm warrants that it will allow the MSLC to increase the installed network services in terms of the number of endpoints as well as the overall bandwidth.*

3.12.3.1 Bidder's Requirement for Network Expansion Description

It is **desirable** that the response includes a detailed description of how your firm will accommodate bandwidth demands (e.g., larger than usual jackpot) as well as additional end points.

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 by including a description of how our firm will accommodate bandwidth demands and additional end points.*

[Insert response here:]

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

3.12.4 Bidder's Service Cost Versus Network Growth

It is **desirable** that the Bidder agree to provide a reduction in per circuit/service costs based on a certain level of growth during the course of this contract and any subsequent extensions with the MSLC. This discount when activated by reaching the appropriate threshold will then apply to all circuits installed. Such "sliding scale" **must** be addressed in the Cost Tables in Attachment C.

Note: No cost information shall be included anywhere in the Quote/Response except in a

separate confidential file submitted to COMMBUYS (see Attachment C). 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.

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

☐ *Our firm warrants that it will offer discounts based upon reaching certain thresholds which will then apply to all circuits installed.*

Please make the appropriate entry only in the Cost Table Attachment C.

☐ *Our firm warrants that it will not offer any discounts based upon reaching certain thresholds.*

3.13 Required Ordering System

3.13.1 Bidder's Service Ordering System

The Bidder's Account Team is **required** to provide an ordering system that the MSLC **will** use for ordering additional services, changing existing services or disconnecting services. The Bidder **must** provide access to this ordering system via:

- A. Toll Free Telephone Number (#);
- B. Toll Free Fax Number (#);
- C. Internet E-Mail Account;
- D. Secure Internet Portal.

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

☐ *Our firm warrants that it will provide an ordering system to the MSLC for ordering additional services, changing existing services or disconnecting services. Access into this ordering system will be made available to MSLC via Toll Free Telephone Number; Toll Free Fax Number; Internet E-Mail Account; and Secured Internet Portal.*

3.13.2 Bidder's Service Ordering Hours of Availability

Access for ordering additions or changes to the Bidder's network services **must** be provided, at a minimum, Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time (ET).

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

- ☐ *Our firm warrants that access for ordering additions or changes to the Bidder's network services will be provided, at a minimum, Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time (ET).*

3.13.3 Bidder's Service Ordering Hours of Availability Desirable

It is **desirable** that the Bidder provide access for ordering additions and changes Monday through Saturday, 8:00 a.m. to 8:00 p.m., Eastern Time (ET).

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

- ☐ *Our firm warrants that access for ordering additions or changes to the Bidder's network services will be available, Monday through Saturday, 8:00 a.m. to 8:00 p.m., Eastern Time (ET).*
- ☐ *Our firm is unable to meet this desirable.*

3.13.4 Bidder's Ordering System Portal

The Bidder **must** provide an online ordering system for the MSLC to perform the functions outlined in this Section. This online ordering system **must** be provided via secure internet access (via web browser) or secure portal, and provide the following functions at a minimum:

- A. Create orders for new service;
- B. Modify previously created orders;
- C. View status of active orders;
- D. View status of closed orders;
- E. Cancel a pending service order;

- F. Make changes to existing invoicing;
- G. Make cellular equipment changes in real-time online;
- H. Modify cellular service online, suspend, and restore service in real-time.

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

- ☐ *Our firm warrants that it will provide an online ordering system for the MSLC via secure internet access (via web browser) or secure portal. The online ordering system will allow at a minimum the ability to: create orders for new service; modify previously created orders; view status of active or closed orders; cancel a pending service order; make changes to existing invoicing; make cellular equipment changes in real-time online; modify cellular service online; suspend; and restore service in real-time.*

3.13.5 Bidder's Ordering System Security

The Bidder **must** provide security procedures for its proposed online ordering system to ensure that no unauthorized users are able to access the MSLC account information.

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

- ☐ *Our firm warrants that it will provide security procedures for its proposed online ordering system to ensure that no unauthorized users are able to access the MSLC account information.*

3.13.6 Bidder's Order Acceptance

The Bidder **must** agree that the Account Team will only accept orders (via telephone, facsimile, e-mail or secure internet portal) for additions or changes to the network services from authorized MSLC personnel.

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

- ☐ *Our firm warrants that the Account Team will only accept orders (via telephone, facsimile, e-mail or secure internet portal) for additions or changes to the network services from authorized MSLC personnel.*

3.13.7 Bidder's "Authorization Forms"

The Bidder's Account Team **must** determine authorized personnel for the MSLC during the initial network services implementation process and provide "Authorization Forms" for MSLC personnel signatures. The Bidder must update these "Authorization Forms" on an annual basis.

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

- ☐ *Our firm warrants that the Account Team will determine authorized personnel for the MSLC during the initial network services implementation process and provide "Authorization Forms" for MSLC personnel signatures. Our firm will update these "Authorization Forms" annually.*

3.13.8 Bidder's Ordering Personnel

It is a **must** that the Bidder provides personnel who are fully trained in the Bidder's ordering system and the services offered through this contract and any subsequent extensions to receive orders for service additions and changes from the MSLC.

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

- ☐ *Our firm warrants that it will provide personnel fully trained in our ordering system and services to receive orders for service additions and changes from the MSLC.*

3.13.9 Disconnect Orders

Disconnect orders placed by the MSLC **must** be implemented upon receipt by the Bidder's Account Team and enacted by the desired date of the MSLC. Upon performing the disconnection order, the Bidder **must** enact an immediate "cease invoicing" of the disconnected service by the requested date. The MSLC **shall not** be responsible for any charges incurred after the requested disconnect date. It is **desirable** that MSLC authorized personnel have account privileges to implement and enact such orders.

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

- ☐ *Our firm warrants that the Account Team will implement upon receipt disconnect orders placed by MSLC personnel by the desired date of the MSLC. Upon performing the disconnection order, our firm will enact an immediate "cease invoicing" of the disconnected service by the requested date. Our firm will not hold the MSLC responsible for any charges incurred after the requested disconnect date.*

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

☐ *Our firm warrants that MSLC authorized personnel will have account privileges to implement and enact disconnect orders.*

Describe, if any, the account privileges available to the MSLC to implement and enact disconnect orders.

[Insert response here:]

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

3.13.10 Temporary Suspension of Service

It is **desirable** that the Bidder provide network services that allow for the temporary suspension of service for those Lottery Agents with unusual operational needs (seasonal operation, remodeling, change of ownership, etc.). This suspension of service **must not** physically terminate the network service installed at the Lottery Agent location but simply suspend the use of such service for a certain period of time. The Bidder **must** be capable of activating the suspended service within twenty-four (24) to forty-eight (48) hours' notice by the MSLC as it applies to hardwired MPLS VPN service. It is **desirable** that the Bidder allow the MSLC authorized personnel to suspend or activate a cellular Lottery Agent in real-time.

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

☐ *Our firm warrants that it will meet this desirable and will provide temporary suspension of service to MSLC Lottery Agents with unusual operational needs. This suspension of service will not physically terminate the network service installed at the Lottery Agent location but simply suspend the use of such service for a certain period of time. Our firm will be capable of activating the suspended service within twenty-four (24) to forty-eight (48) hours' notice by the MSLC as it applies to hardwired MPLS VPN service.*

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

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

☐ *Our firm is able to meet the desirable requirement that the MSLC authorized personnel will be able to suspend or activate cellular Lottery Agents in real-time.*

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

3.13.11 Reinstallation of Services

It is **desirable** that if a wired MPLS VPN network circuit is disconnected at a Lottery Agent location but is reinstalled for another Lottery Agent at the same premises within thirty (30) days that installation charges for the reinstallation be waived.

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

☐ *Our firm warrants that there will be no installation charges for a wired MPLS VPN network circuit disconnected at a Lottery Agent location and reinstalled for another Lottery Agent at the same premises within thirty (30) days.*

☐ *Our firm warrants that it is unable to meet this desirable.*

3.14 Installation Timeframe

3.14.1 Bidder's installation Standard Timeframes

The Bidder **must** state its standard installation timeframe for each of the network services proposed in response to this RFR. These include Lottery Agent MPLS VPN circuit, access circuits, DS-1 circuits, DS-3 circuits, etc.

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

☐ *Our firm warrants that the timeframe from order creation to installation completion is stated below.*

[Insert response here:]

3.14.2 Bidder's Response to Escalated Installation Timeframes

It is **desirable** that the installation timeframe for the Lottery Agent circuit (from order to activation) be of the shortest timeframe.

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

- ☐ *Our firm warrants that it will meet the desirable of installation timeframe for the Lottery Agent circuit (from order to activation) being of the shortest timeframe.*

Please state the anticipated shortest timeframe that will be consistently met for installation for Lottery Agent circuits.

[Insert response here:]

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

3.15 Installation Requirements: Lottery Agent Locations

3.15.1 Wired MPLS VPN Installations

For a wired MPLS VPN installation, the Bidder **must** install the demarcation point of the network service at the Lottery Agent location as close to the Lottery Agent terminal as the physical layout of the premises **will** allow. The demarcation point location **must** allow for connection to the Lottery Agent terminal and be no more than four (4) feet from the Lottery Agent terminal.

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

- ☐ *Our firm warrants that for a wired MPLS VPN installation the demarcation point of the network service at Lottery Agent locations will be as close to the Lottery Agent terminal as the physical layout of the premises allows, and the demarcation point will be no more than four (4) feet from the Lottery Agent terminal.*

3.15.2 Bidder's Inside Cabling Requirements

For a wired MPLS VPN installation, the Bidder **must** replace all cabling within the Lottery Agent's premises with the installation of the proposed network service. All cabling installed within the Lottery Agents premises **must** be Category 6 rated or better. All components (network jacks, etc.) **must** also be Category 6 rated or better.

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

- ☐ *Our firm warrants that it will replace all cabling within the Lottery Agent’s premises for the installation of the proposed network service, all cabling and all components installed within the Lottery Agents premises will be Category 6 rated or better.*

3.15.3 Lottery Agent Contact Information

The Bidder is **required** to contact the Lottery Agent directly in order to establish the appropriate time for installation at the particular Lottery Agent location.

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

- ☐ *Our firm warrants that it will contact each Lottery Agent directly in order to schedule a mutually agreed upon appointment time for installation at that location.*

3.16 Service Maintenance Requirements

Once the Bidder’s network services are installed tested, accepted, and in use by the MSLC, the Bidder is **required** to provide the highest level of network service maintenance and network service “uptime” to the MSLC and its Lottery Agents. The following sub-sections address the minimum requirements for post installation network service maintenance by the Bidder.

3.16.1 Bidder’s Cost of Maintenance

The monthly cost of the network services proposed by the Bidder **must** include the cost of maintaining the service in accordance to the RFR requirements and entered in Attachment C – The Cost Table.

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

- ☐ *Our firm warrants that the monthly cost of the network services proposed includes the cost of maintaining the service in accordance to the RFR requirements and entered in Attachment C – The Cost Table.*

Note: No cost information shall be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS (see Attachment C). 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.

3.16.2 Bidder's Maintenance Dispatch

In the rare case that the Bidder's maintenance personnel are dispatched to a Lottery Agent location and the network disruption has been caused by the Lottery Agent terminal, the Bidder may charge the MSLC for this maintenance call. However, the Bidder **must** provide the MSLC notice – at the time of the on-site maintenance visit – the time of the technician's arrival, the result of the on-site testing, and the time of the technician's departure from the Lottery Agent location. All hourly charges associated with the on-site maintenance visit **must** be provided in the Cost Tables in Attachment C. The Bidder is allowed to invoice for time spent on the Lottery Agent's premises. Travel time may not be invoiced to the MSLC.

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

- ☐ *Our firm warrants that charges for on-site maintenance visits for network disruption deemed to be caused by the Lottery Agent terminal will be based upon hourly charges provided in the Cost Tables in Attachment C based upon time spent on the Lottery Agent's premises and do not include any travel time. The firm will provide the MSLC notice – at the time of the on-site maintenance visit – the time of the technician's arrival, the result of the on-site testing, and the time of the technician's departure from the Lottery Agent location.*

Note: No cost information shall be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS (see Attachment C). 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.

3.16.3 MSLC Dispatched for Bidders Service Failure

It is **desirable** that the Bidder agree that if a MSLC technician is dispatched to a Lottery Agent location because the Bidder has affirmed that their network service and equipment is not in error and the trouble is found to not be in the Lottery Agent terminal but the Bidder's network service then a credit of two hundred dollars (\$200.00) be applied to the Bidder's invoice to the MSLC.

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

- ☐ *Our firm agrees to credit two hundred dollars to the MSLC invoice if a MSLC technician is dispatched to a to a Lottery Agent location because the Bidder has affirmed that their network service and equipment is not in error and the trouble is found to not be in the Lottery Agent terminal but the Bidder's network service.*

☐ *Our firm does not agree to the credit to the MSLC invoice outlined in the above section.*

3.16.4 Bidder's Maintenance Service Requirements

The Bidder **must** agree in its response to provide the necessary labor, parts, materials, and transportation to maintain all proposed network services in good working order throughout the duration of this contract and any subsequent extensions.

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

☐ *Our firm warrants that it will provide the necessary labor, parts, materials, and transportation to maintain all proposed network services in good working order.*

3.16.5 Bidder's Service Level Agreement (SLA)

During the term of this contract and any subsequent extensions the network services provided **must** be operational and available to the MSLC at least 99.9% of the time in any thirty (30) day period. If the services provided does not meet the SLA commitment, and if MSLC meets its obligations under this SLA, the MSLC will be eligible to receive service credits.

The areas the MSLC will measure for SLA related service credits will be:

- A. Service Availability;
- B. MTTR;
- C. Latency;
- D. Installation Intervals;
- E. Jitter.

Definitions. The following definitions shall apply to the SLA.

"Services" any cellular or private MPLS, SONET or other services provided to the MSLC under this contract.

"MTTR" Mean Time to Repair.

"Latency" the delay in the network as it applies to the MSLC network services.

"Installation intervals" the service installation timeframe.

"Jitter" the deviation from true periodicity of a presumed periodic signal in relation to a reference clock source and the acceptable level as it applies to the class of service the Bidder proposes.

"Availability" the end-to-end circuit availability for all legacy and new technologies that the MSLC supports using the Bidders network offerings.

"Operational" if the circuit provided has an error rate that affects the operation of the service.

"Monthly Uptime Percentage" means total number of minutes in a thirty day period minus the number of minutes of Downtime suffered in the same thirty day period divided by the total number of minutes in the same thirty day period. Network maintenance activities scheduled during off-hours to install or upgrade network capability will not contribute to the calculation of uptime percentage.

☐ *Our firm warrants that the network services provided will be operational and available to the MSLC at least 99.9% of the time in any thirty (30) day period, as defined in this requirement.*

3.16.6 Service Level Agreement (SLA) Network Testing Application

The Bidder **must** provide an application that the MSLC can use to measure the SLA related statistics.

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

☐ *Our firm warrants that it will provide an application that the MSLC can use to measure the SLA related statistics.*

3.16.7 Bidder's Maintenance Staff

The Bidder **must** confirm that all maintenance staff who service the proposed network services will be fully trained and qualified to repair and maintain such services or equipment.

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

☐ *Our firm warrants that all maintenance staff who service the proposed network services will be fully trained and qualified to repair and maintain such services or equipment.*

3.16.8 MSLC's Approval for Training

The Bidder **must** state, in its response that it **will not** use MSLC or its Lottery Agent locations for the training of service or maintenance personnel without prior notification to the MSLC and receipt of written approval from the authorized MSLC representative.

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

- ☐ *Our firm warrants that it will not use MSLC or its Lottery Agent locations for the training of service or maintenance personnel without prior notification to the MSLC and receipt of written approval from the authorized MSLC representative.*

3.16.9 Bidder's Access to Reporting Maintenance Issues

The Bidder **must** provide access to the MSLC for the reporting of network maintenance issues twenty-four (24) hours-a-day, seven (7) days-a-week, three hundred and sixty five (365) days a year.

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

- ☐ *Our firm warrants that it will provide access to the MSLC for the reporting of network maintenance issues twenty-four (24) hours-a-day, seven (7) days-a-week, three hundred and sixty five (365) days a year.*

3.16.10 Bidder's Reporting System Training

It is **desirable** the Bidder provide training to MSLC personnel on how to report system maintenance issues to the Bidder's maintenance department. It is **desirable** that this training be provided prior to network service installation.

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

- ☐ *Our firm warrants that it will provide training to MSLC personnel on how to report system maintenance issues to the Bidder's maintenance department.*

- ☐ *Our firm warrants that it will provide training to MSLC personnel on how to report system maintenance issues to the Bidder's maintenance department prior to the network service installation.*

Describe the training and the anticipated schedules.

[Insert response here:]

- ☐ *Our firm is unable to meet these desirables.*

3.16.11 Bidder's Provided Access

The Bidder **must** allow the MSLC access to its maintenance department via toll free telephone service, toll free facsimile service, electronic mail (e-mail), and secure Internet portal.

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

- ☐ *Our firm warrants that it will allow the MSLC access to its maintenance department via toll free telephone service, toll free facsimile service, electronic mail (e-mail), and secure Internet portal.*

3.16.12 Bidder's Online Trouble Reporting Portal

It is a **must** that the Bidder provide an online trouble reporting system for the MSLC to perform the functions outlined in this Section. It is a **must** that this online trouble reporting system be provided via secure internet access (via web browser) or secure portal and provide the following functions at a minimum:

- A. Create repair orders/records;
- B. View open repair orders;
- C. View status of open repair orders;
- D. View network performance records;
- E. View repair order history;
- F. View repair time history.

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

- ☐ *Our firm warrants that it will provide MSLC a secure online access or portal to a trouble reporting system that will allow MSLC to create repair orders/records; view open repair orders and status; view network performance records; repair order history and repair time history.*

3.16.13 Bidder's Reporting System of Online Trouble Tickets

The online trouble reporting system **must** provide the MSLC with the status of open repair orders. This status **must** provide real-time and/or updating information and not simply convey a non-changing status such as "pending" or similar term.

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

- ☐ *Our firm warrants that its online trouble system will provide real-time and/or updated information.*

3.16.14 Bidder's Security Procedure for Online Trouble Reporting:

It is a **must** that the Bidder describe in its response the security procedures in place for its proposed online trouble reporting system to ensure that no unauthorized users are able to access the MSLC account information.

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

- ☐ *Our firm warrants that its online trouble system will not allow unauthorized users to access the MSLC account information.*

[Insert response here:]

3.16.15 MSLC Design Input to Online Portal

The MSLC **must** be part of the design process of this online system.

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

- ☐ *Our firm warrants that the MSLC will be part of the design process of the online system.*

3.16.16 Authorized MSLC Personnel

The Bidder **must** agree that the Account Team **will** only accept maintenance trouble reporting (via telephone, facsimile or e-mail) regarding the network services from authorized MSLC personnel.

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

- ☐ *Our firm warrants that the Account Team will only accept maintenance trouble reporting from authorized MSLC personnel.*

3.16.17 Authorization Forms

The Bidder's Account Team **must** determine authorized MSLC personnel during the initial network services implementation process and provide "Authorization Forms" for Agency personnel signatures. These "Authorization Forms" **must** be updated on an annual basis by the Bidder.

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

- ☐ *Our firm warrants that the Account Team will determine authorized MSLC personnel during the initial network services implementation process and provide "Authorization Forms" for Agency personnel signatures. Our firm will update these "Authorization Forms" annually.*

3.16.18 Bidder's Secure Access Method

It is **desirable** that the Bidder describe the procedure for initializing access to the online trouble reporting system to ensure only authorized MSLC personnel are provided secure access.

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

- ☐ *Our firm warrants that it will meet this desirable to ensure that only authorized MSLC personnel are provided secure access to the online trouble reporting system as described below.*

Describe the procedure for initializing access to the online trouble reporting system to ensure only authorized MSLC personnel are provided secure access.

[Insert response here:]

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

3.16.19 Cancellation of On-Site Maintenance Visits

The disruption of service at a Lottery Agent location may require that technical staff from the MSLC join the Bidder's technical staff on-site at the Lottery Agent's premises to resolve the service disruption. The Bidder **must** notify the MSLC of the cancellation of an on-site maintenance visit by its technical staff due to such circumstances as:

- A. Repair of the disrupted service remotely;
- B. Re-dispatch of the Bidder's technician to an emergency repair;
- C. Inability of the Bidder's technician to reach the site (e.g., flat tire, etc.);
- D. Delay of the Bidder's technician in arriving at the site.

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

☐ *Our firm agrees it meets this requirement and will describe how it will notify the MSLC of the cancellation of an on-site visit.*

[Insert response here:]

3.16.20 Maintenance Service Hours

The Bidder **must** agree in its response that it **will** provide maintenance service to the MSLC and its Lottery Agents as follows (also see Sections 3.18 through 3.21):

- A. Critical Maintenance: twenty-four (24) hours-per-day, seven days (7)-per-week;
- B. Emergency Maintenance: twenty-four (24) hours-per-day, seven (7) days-per-week;
- C. Non-Emergency Maintenance: 8:00 am to 6:00 pm, Eastern Time (ET.) Monday through Friday;

It is **desirable** that the Bidder agree to Non-Emergency Maintenance on Saturday from 8:00 am to 6:00 pm, Eastern Time (ET.) at no extra cost.

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

☐ *Our firm warrants it meets these requirements.*

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.*

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

3.17 Response to Maintenance Requests

3.17.1 Bidder's Requirement for Responding to MSLC Maintenance Request

It is **mandatory** that "response" to an MSLC network service maintenance call is defined as the Bidder either initiating remote testing of the network service or component or ensuring that a qualified technician is on site at the MSLC or Lottery Agent location. Acceptance and logging of the maintenance request from the MSLC does not constitute "response" to the maintenance call.

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

☐ *Our firm warrants that it will conform to the MSLC requirements of responding to a maintenance request as described above.*

3.17.2 Bidder's Requirement for Responding to MSLC Cellular Service Maintenance Request

"Response" to an MSLC cellular service maintenance call is defined as the Bidder has initiated remote testing of the cellular services and **will** report without delay the location of the outage, what services are affected, and the scope of the outage. In the case of cellular services found to be operating correctly the Bidder **must** report without delay the last time the MSLC cellular service registered on the cellular network.

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

- ☐ *Our firm warrants that it will conform to the MSLC requirements for responding to a maintenance request for cellular service as described above.*

3.17.3 Bidder's Reporting Procedure to the MSLC

Upon receipt of the service call from the authorized MSLC representative, the Bidder is **required** to notify the reporting individual, by the required response times stated elsewhere in this RFR, that it has commenced (or completed) remote testing, and cleared the trouble reported or, if unable to clear the service trouble remotely, when a qualified service technician **will** be on site at the MSLC or Lottery Agent location to facilitate repair of the affected network service or component.

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

- ☐ *Our firm warrants that upon receipt of the service call from the authorized MSLC representative, the firm will notify the reporting individual, by the required response times stated elsewhere in this RFR, that it has commenced (or completed) remote testing, and cleared the trouble reported or, if unable to clear the service trouble remotely, when a qualified service technician will be on site at the MSLC or Lottery Agent location to facilitate repair of the affected network service or component.*

3.17.4 Bidder's Maintenance Technician Requirements

All maintenance technicians of the Bidder that report to the MSLC or Lottery Agent location **must** be suitably equipped for the installed network service or component with appropriate tools, sufficient network components, and network service software to facilitate normal repairs to the system. The MSLC **will not** tolerate repeated instances where the Bidder's maintenance technician reports to the MSLC or Lottery Agent location without appropriate tools, sufficient parts, components, etc. required to facilitate repair.

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

- ☐ *Our firm warrants that all maintenance technicians will be suitably equipped for the installed network service or component with appropriate tools, sufficient network components, and network service software to facilitate normal repairs to the system.*

3.18 Categories of Maintenance Services

The MSLC utilizes various network services to ensure that its Lottery Agents are fully integrated into all required Lottery services. The critical nature of this network of services is based on various factors including number of transactions and geographic location. In addition some of these network services, especially those supporting the backbone of the network architecture, are critical to the MSLC daily operation. The Bidder **must** agree to comply with the following categories for maintenance of its proposed network services:

- A. Critical Maintenance;
- B. Emergency Maintenance;
- C. Non-Emergency Maintenance.

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

☐ *Our firm warrants that will agree to comply with the following categories for maintenance of its proposed network services: Critical maintenance; Emergency maintenance; Non-Emergency maintenance.*

3.19 Critical Maintenance Definition and Criteria

3.19.1 MSLC Critical Maintenance Requirements

The MSLC considers the following network service situations to qualify for its critical maintenance requirement. The Bidder **must** adhere to the Critical Maintenance Requirements outlined in this section of the RFR in relation to the following:

- A. Bidder network backbone services of DS-3 bandwidth and above;
- B. Network local access loop services of DS-3 bandwidth and above;
- C. Network services utilized to provide connection between MSLC Primary Host Site and the Secondary Host Site.

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

☐ *Our firm agrees to MSLC's network service situations qualify for critical maintenance requirements in relation to the following: Bidder network backbone services of DS-3 bandwidth and above; Network local access loop services of DS-3 bandwidth and above;*

Network services utilized to provide connection between MSLC Primary Host Site and the Secondary Host Site.

3.19.2 Additional Supplementary Requirements

The MSLC reserves the right to add supplementary circuits or scenarios into this critical maintenance category during the life of this contract and any subsequent extensions (e.g., top revenue producing Lottery Agent location, higher than normal jackpot situations, etc.). The Bidder **must** agree to such additions.

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

☐ *Our firm agrees that MSLC may add supplementary circuits or scenarios into the Critical maintenance category.*

3.19.3 Bidder's Critical Maintenance Costs

The Bidder **must** provide all costs (e.g., surcharge per circuit, flat monthly fee, etc.) associated with providing this critical maintenance in the Cost Tables in Attachment C.

Note: No cost information shall be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS (See Attachment C). 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.

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

☐ *Our firm warrants that all costs associated with providing this critical maintenance is detailed in the Cost Table in Attachment C.*

3.19.4 Critical Maintenance Desirable

It is **desirable** that the Bidder provide this critical maintenance to the MSLC at no additional charge above the monthly network service cost.

Note: No cost information shall be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS (See Attachment C). 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.

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

- ☐ *Our firm warrants that it is able to meet this desirable by providing this critical maintenance to the MSLC at no additional cost.*
- ☐ *Our firm is unable to meet this desirable.*

3.19.5 Notify Authorized MSLC Personnel for Critical Maintenance Category

The Bidder **must** agree to notify authorized MSLC personnel, after normal business hours, of network failures that fall into the Critical maintenance category outlined.

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

- ☐ *Our firm warrants that authorized MSLC personnel will be notified after normal business hours for network failures that are in the category of Critical maintenance.*

3.19.6 Bidder's Critical Maintenance Response Details

It is **required** that the Bidder's Customer Service Representative or Technical Specialist remain on line with the reporting authorized MSLC representative while service testing is performed by the Bidder on the affected critical maintenance network service.

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

- ☐ *Our firm warrants that the Customer Service Representative or Technical Specialist will remain on line with the reporting authorized MSLC representative during service testing on the affected critical maintenance network service.*

3.19.7 Bidder's Initial Response

The Bidder **must** complete all testing of the affected critical network service within thirty (30) minutes of the initial service call by the reporting authorized MSLC representative.

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

- ☐ *Our firm warrants that all testing of the affected critical network service will be completed within thirty (30) minutes of the initial service call by the reporting authorized MSLC representative.*

3.19.8 Bidder's Reporting of Initial Response

The Bidder **must** provide reports or records upon MSLC request of all required critical network service testing to confirm compliance with the thirty (30) minute testing requirement listed above.

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

- ☐ *Our firm warrants that all testing of the affected critical network service will be completed within thirty (30) minutes of the initial service call by the reporting authorized MSLC representative and reports or records affirming this will be provided upon MSLC request.*

3.19.9 Bidder's Response if Technician Dispatch is Required

Should the affected network service not be repaired via remote access, the Bidder **must** have a qualified technician, suitably equipped for the installed service, on site at the MSLC within two (2) continuous hours from the time of initial trouble report.

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

- ☐ *Our firm warrants that if the network service is not repaired via remote access, a qualified technician, suitably equipped for the installed service, will be on site at the MSLC within two (2) continuous hours from the time of initial trouble report.*

3.19.10 Bidder's Response to Extended Service Disruption

The MSLC understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, the Bidder is **required** to meet all **response times** listed above. In regards to repair of the network service or component to normal operating status, the Bidder is required to use commercially reasonable efforts to repair the service within four (4) continuous hours of the initial trouble call from the MSLC. In the event the Bidder experiences extraordinary obstacles to its repair of the affected network service or component within the required four (4) continuous hour time-to-repair, the Bidder **must** notify the reporting MSLC representative and provide a detailed plan of repair, including how the Bidder **will** provision alternative service during the service disruption.

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

- ☐ *Our firm will meet all response times listed above. In regards to repair of the network service or component to normal operating status, our firm agrees to use commercially reasonable efforts to repair the service within four continuous hours of the initial trouble call from the MSLC. In the event of extraordinary obstacles to its repair of the affected network service or component within the required four continuous hour time-to-repair, our firm will notify the reporting MSLC representative and provide a detailed plan of repair, including providing alternative service during the service disruption.*

3.20 Emergency Maintenance Definition and Criteria

3.20.1 MSLC Emergency Maintenance Requirements

The MSLC considers the following network service situations to qualify for its emergency maintenance requirement. The Bidder **must** adhere to the Emergency Maintenance Requirements outlined in this section of the RFR in relation to the following:

- A. Any network trouble affecting circuits with a bandwidth of 1.5Mbps or greater (e.g., T1, ISDN PRI, etc.);
- B. Any network trouble that affects six (6) or more Lottery Agents in the same municipality;
- C. Any network trouble that affects the MSLC's ability to competently monitor or manage the installed network of services;
- D. Any network trouble affecting an MSLC point-to-point network connection regardless of bandwidth;
- E. Any network trouble condition that significantly impacts the MSLC's ability to function and serve its Lottery Agents and the general public;
- F. Any network trouble condition affecting a Lottery Agent designated as a Top Revenue Producer.

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

- ☐ *Our firm accepts the emergency definitions and criteria.*

3.20.2 Bidder's Emergency Maintenance Response Details

The Bidder **must** commence testing of the affected network service within thirty (30) minutes of receipt of the trouble report from the MSLC.

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

- ☐ *Our firm warrants that it will commence testing of the affected network service within thirty (30) minutes of receipt of the trouble report from the MSLC.*

3.20.3 Bidder's Initial Response

The Bidder **must** complete all testing of the affected circuits or network service within sixty (60) minutes of the initial service call by an authorized MSLC representative.

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

- ☐ *Our firm warrants that it will complete all testing of the affected circuits or network service within sixty (60) minutes of the initial service call by an authorized MSLC representative.*

3.20.4 Bidder's Reporting of Initial Response

The Bidder **must** provide reports or records, upon MSLC request, of all required network service testing to confirm compliance with the sixty (60) minute testing requirement listed above.

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

- ☐ *Our firm warrants that it will provide reports or records, upon MSLC request, of all required network service testing to confirm compliance with the sixty (60) minute testing requirement listed above.*

3.20.5 Bidders Reporting of initial response to MSLC

The Bidder **must** contact the reporting authorized MSLC representative within sixty (60) minutes of the initial trouble report with the results of its remote testing.

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

- ☐ *Our firm warrants that it will contact the reporting authorized MSLC representative within sixty (60) minutes of the initial trouble report with the results of its remote testing.*

3.20.6 Bidder's Response Time of Dispatched Technician

Should the affected network service not be repaired via remote access, the Bidder **must** have a qualified technician, suitably equipped for the installed service, on site at the MSLC or Lottery Agent location within four (4) continuous hours from the time of the initial trouble report.

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

- ☐ *Our firm warrants that it will have a qualified technician, suitably equipped for the installed service, on site at the MSLC or Lottery Agent location within four (4) continuous hours from the time of the initial trouble report should the affected network service not be repaired via remote access.*

3.20.7 Bidder's Response to Extended Service Disruption

The MSLC understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, the Bidder is **required** to meet all **response times** listed above. In regards to repair of the service to normal operating status, the Bidder is required to use commercially reasonable efforts to repair the service within eight (8) continuous hours of the initial trouble call from the reporting MSLC representative.

In the event the Bidder experiences extraordinary obstacles to its repair of the affected network service within the required eight (8) continuous hour time-to-repair, the Bidder **must** notify the reporting MSLC representative and provide a detailed plan of repair, including how the Bidder **will** provision alternative service during the service disruption.

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

- ☐ *Our firm warrants that it meets these requirements.*

3.21 Non-Emergency Maintenance Definition and Criteria

3.21.1 Non-Emergency Maintenance Requirements

The MSLC considers the following network service situations to qualify for its non-emergency maintenance requirement. The Bidder must provide Non-Emergency maintenance for those network services designated by the MSLC as important to the function of the MSLC or its Lottery Agents but not critical to this function. The Bidder must adhere to the Non-Emergency Maintenance Requirements outlined in this section of the RFR in relation to any network trouble affecting a non-critical redundant or backup circuit. The MSLC does not consider the failure or degradation of any network service affecting a Lottery Agent to be part of the non-emergency maintenance requirement.

3.21.2 Bidder's Initial Response

The Bidder **must** commence testing of the affected network service within two (2) hours of receipt of the trouble report from the MSLC.

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

- ☐ *Our firm warrants that it will commence testing of the affected network service within two (2) hours of receipt of the trouble report from the MSLC.*

3.21.3 Bidder's Testing Timeframe

The Bidder **must** complete all testing of the affected circuits or network service within four (4) hours of the initial service call by the reporting authorized MSLC representative.

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

- ☐ *Our firm warrants that it will complete all testing of the affected circuits or network service within four (4) hours of the initial service call by the reporting authorized MSLC representative.*

3.21.4 Bidder's Response to Requested Maintenance Records

The Bidder **must** provide reports or records, upon MSLC request, of all required network service testing to confirm compliance with the four (4) hour testing requirement Section 3.21.3.

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

- ☐ *Our firm warrants that it will provide reports or records, upon MSLC request, of all required network service testing to confirm compliance with the four (4) hour testing requirement listed above.*

3.21.5 Bidder's Response Time of Dispatched Technician

Should the affected network service not be repaired via remote access, the Bidder **must** have a qualified technician, suitably equipped for the installed service, on site at the MSLC or Lottery Agent location within eight (8) continuous hours from the time of the initial trouble report.

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

- ☐ *Our firm warrants that it will provide a qualified technician, suitably equipped for the installed service, on site at the MSLC or Lottery Agent location within eight (8) continuous hours from the time of the initial trouble report should the affected network service not be repaired via remote access.*

3.21.6 Bidder's Response to Extended Service Disruption

The MSLC understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, the Bidder is **required** to meet all response times listed above. In regards to repair of the service to normal operating status, the Bidder is **required** to use commercially reasonable efforts to repair the service within sixteen (16) continuous hours of the initial trouble call from the MSLC.

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

- ☐ *Our firm agrees to describe in detail how in the event the Bidder experiences extraordinary obstacles to its repair of the affected network service within the required sixteen (16) continuous hour time-to-repair, the Bidder will notify the reporting MSLC representative and provide a detailed plan of repair, including how the Bidder will provision alternative service during the service disruption.*

3.22 Chronic Network Failures/Problems

3.22.1 Bidder's Definition of Chronic Network Failure/Problem

The Bidder **must** provide its definition under which a network service or termination equipment failure would be deemed “chronic”.

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

☐ *Our firm warrants that the definition of a chronic failure is described below.*

[Insert response here:]

3.22.2 MSLC Definition of Chronic failure/problem

It is **desirable** that the Bidder agrees that the definition under which a network service or termination equipment failure would be deemed “chronic” is the failure of the network service or termination equipment at least three (3) times during a thirty (30) day period.

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 that the definition under which a network service or termination equipment failure would be deemed “chronic” is the failure of the network service or termination equipment at least three (3) times during a thirty (30) day period.*

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

3.22.3 Timeframe to Reinstall Designated Chronic Failure Equipment

The Bidder **must** agree that once a network service or termination equipment failure is deemed “chronic” that the Bidder **will** reinstall the network service or replace the termination equipment (at no cost to the MSLC) within five (5) days of the “chronic” determination according to the definition in this section of the RFR. The monthly recurring fee **must** be waived for a chronic circuit during the applicable time frame.

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

☐ *Our firm warrants that it agrees that once a network service or termination equipment failure is deemed “chronic” that the Bidder will reinstall the network service or replace the termination equipment (at no cost to the MSLC) within five (5) days of the “chronic” determination according to the definition in the RFR. The monthly recurring fee will be waived for a chronic circuit during the applicable time frame.*

3.23 Upgrades and Maintenance to Bidder's Network

The MSLC understands that the Bidder must maintain its entire network at the most efficient and functional levels. The MSLC further understands that to do so the Bidder will, on occasion, need to upgrade the hardware and software associated with components of its network. However, due to the sensitive and crucial financial nature of the transactions being carried on the network services provided to the MSLC by the Bidder's network proper notification must be provided (see below).

3.23.1 Timeframe to Notify MSLC of Upgrades/Changes

The Bidder **must** notify the MSLC of any hardware or software upgrades or changes that may affect the network services provided to serve the Lottery Agents at least thirty (30) days prior to such upgrade or change taking place.

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

- ☐ *Our firm warrants that it will notify the MSLC of any hardware or software upgrades or changes that may affect the network services provided to serve the Lottery Agents at least thirty (30) days prior to such upgrade or change taking place.*

3.23.2 Bidder's Reporting of Upgrade/Changes

The Bidder **must** provide the MSLC with a full description of the hardware or software upgrade or change including what changes are to be made and the possible effect on the network services provided to the MSLC.

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

- ☐ *Our firm warrants that it will provide the MSLC with a full description of the hardware or software upgrade or change including what changes are to be made and the possible effect on the network services provided to the MSLC.*

3.23.3 MSLC Approval of Bidder's Network Changes

The Bidder **must**, after discussion of the planned upgrade or change, obtain approval by the MSLC of the timing of the planned upgrade or change.

It is not the intent of the MSLC to require approval of the Bidder's network maintenance activities but to ensure that any such activities that may affect the normal operation of the network services provided to the MSLC are made known and any appropriate preventive actions by both the Bidder and the MSLC may be taken to eliminate or drastically reduce any possible downtime.

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

- ☐ *Our firm warrants that it will provide the MSLC with notification of planned upgrade or change, and will obtain approval by the MSLC of the timing of the planned upgrade or change.*

3.23.4 Appropriate Notice of Planned Network Downtime

It is **desirable** that the Bidder provide appropriate notice (minimum of seven [7] days) to the MSLC of any planned network downtime.

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

- ☐ *Our firm warrants that it is able to meet this desirable and will provide appropriate notice minimum of seven (7) days to the MSLC of any planned network downtime.*
- ☐ *Our firm is unable to meet this desirable.*

3.23.5 Escalation Procedures during Service Maintenance

The Bidder **must** provide in its response escalation procedures to address inadequate maintenance service of the contracted network service. These escalation procedures **must** include multiple levels of management personnel. Access to additional management personnel **must** be made available to the MSLC upon request.

The Bidder **must** provide **a complete list** of its maintenance service escalation procedures including:

- A. A list of personnel at each level of escalation;
- B. Contact telephone, fax, cellular, numbers; etc.;

- C. Methods by which escalation is initiated and conducted both via telephone as well as via the online system;
- D. Criteria for escalation at each level.

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

- ☐ *Our firm warrants that it will provide a list of personnel at each level of escalation; contact info including telephone, fax, cellular numbers; and methods by which escalation is initiated and conducted via telephone, the online system; and criteria for escalation at each level.*

3.24 Maintenance Records

3.24.1 MSLC Request for Maintenance Records

The Bidder **must** provide to the MSLC maintenance records that include a listing of all repair notices including the date and time of the service trouble report, the nature of the problem reported, and date/time of problem resolution.

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

- ☐ *Our firm warrants that it will provide the MSLC maintenance records that include a listing of all repair notices including the date and time of the service trouble report, the nature the problem reported, and date/time of problem resolution.*

3.24.2 Historical Records Desirable Eighteen (18) Months

It is **desirable** that the Bidder provide historical maintenance records for eighteen (18) months from the contract start date.

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

- ☐ *Our firm warrants that it is able to meet this desirable and will provide historical maintenance records for eighteen (18) months from the contract start date.*
- ☐ *Our firm is unable to meet this desirable.*

3.24.3 Historical Records Desirable Two (2) Years

It is **desirable** that the Bidder provide historical maintenance records for two (2) years from the contract start date.

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

- ☐ *Our firm warrants that it is able to meet this desirable and will provide historical maintenance records for two (2) years from the contract start date.*
- ☐ *Our firm is unable to meet this desirable.*

3.24.4 Maintenance Records Online

It is **desirable** that access to such maintenance records from the initial date of this contract with the MSLC be provided through the online account management system.

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

- ☐ *Our firm warrants that it is able to meet this desirable and will provide access to such maintenance records through the online account management system.*
- ☐ *Our firm is unable to meet this desirable.*

3.25 Network Availability at the Lottery Agent Level

3.25.1 Bidder's Network Availability

The Bidder **must** describe in its response how it **will** maintain maximum network "uptime" at the Lottery Agent Level.

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

- ☐ *Our firm warrants that it will describe how it will maintain maximum network "uptime" at the Lottery Agent Level.*

[Insert response here:]

3.25.2 Bidder's Network Availability of Similar Networks

In reference to the mandatory Section 3.25.1 it is **desirable** that the Bidder provide current network "uptime" statistics for similar network services installed within the Commonwealth of Massachusetts.

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

☐ *Our firm warrants that it is able to meet this desirable and listed below are the current network "uptime" statistics for similar network services installed in the Commonwealth.*

[Insert response here:]

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

3.25.3 Bidder's Response to Maximum Network Performance

The Bidder **must** maintain maximum network performance at the Lottery Agent Level during heavy transaction situations such as a large Lottery jackpot.

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

☐ *Our firm warrants that it will maintain maximum network performance at the Lottery Agent Level during heavy transaction situations such as a large Lottery jackpot.*

3.25.3.1 Bidder's Response to Maximum Network Performance Description

It is **desirable** that the response includes a description of how the network performance at the Lottery Agent locations will be maintained during heavy transactions situations.

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 by including a description of how network performance will be maintained during heavy transaction times.*

[Insert response here:]

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

3.25.4 Bidder Monitored Network

The Bidder **must** state how this network performance and “uptime” **will** be monitored and how the evidence demonstrating such “uptime” **will** be presented to the MSLC.

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

- ☐ *Our firm warrants that it will state how the network performance and “uptime” will be monitored and how the evidence demonstrating such “uptime” will be presented to the MSLC.*

[Insert response here:]

3.26 Network Requirements

3.26.1 Bidders Response for Availability by Large Geographic Area

The Bidder **must** describe in its response how it **will** maintain maximum network “uptime” to large geographic areas within Massachusetts (e.g., Greater Boston, North Shore, Western Massachusetts, South Shore, Cape Cod, etc.) serving multiple Lottery Agents.

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

- ☐ *Our firm warrants that it will describe how it will maintain maximum network “uptime” to large geographic areas within Massachusetts (e.g., Greater Boston, North Shore, Western Massachusetts, South Shore, Cape Cod, etc.) serving multiple Lottery Agents.*

[Insert response here:]

3.26.2 Bidder’s Uptime Statistics for Similar Massachusetts Networks

In reference to mandatory specification Section 3.26.1, it is **desirable** that the Bidder provide current network “uptime” statistics for similar network services installed within the Commonwealth of Massachusetts.

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

- ☐ Our firm warrants that it is able to meet this desirable and will provide current network “uptime” statistics for similar network services installed within the Commonwealth of Massachusetts.

[Insert response here:]

- ☐ Our firm is unable to meet this desirable.

3.26.3 Bidder’s Response to “Uptime” for Heavy Transaction Times

The Bidder **must** maintain maximum network performance to large geographic areas within Massachusetts (e.g., Greater Boston, North Shore, Western Massachusetts, South Shore, Cape Cod, etc.) serving multiple Lottery Agents during heavy transaction load situations such as a large lottery jackpot. The Bidder **must** describe how the “backbone” network service serving these geographic areas can adapt to the increase in transaction load.

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

- ☐ Our firm warrants that it will maintain maximum network performance to large geographic areas within Massachusetts serving multiple Lottery Agents during heavy transaction load situations such as large lottery jackpot as described below.

[Insert response here:]

3.26.4 Bidder’s “Backbone” Uptime

It is **highly desirable** that the Bidder provide “backbone” network services to large geographic areas within Massachusetts (e.g., Greater Boston, North Shore, Western Massachusetts, South Shore, Cape Cod, etc.) serving multiple Lottery Agents that provide for a network “uptime” performance for 99.99% on a daily basis.

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

- ☐ Our firm warrants that it will meet this highly desirable on a daily basis.

Describe how your firm will meet this highly desirable.

[Insert response here:]

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

3.26.5 Catastrophic Network Failure Conditions

The Bidder **must** have business continuity plans in place within its own organization for its “backbone” network to ensure the network services installed to serve the MSLC and its Lottery Agents under the following situations:

- A. The loss of an entire municipality with Massachusetts;
- B. The loss of service to a large geographic area such as: the Greater Boston, North Shore, Western Massachusetts, South Shore, Cape Cod, etc.);
- C. The loss of services connecting the MSLC Primary Host Site and the Secondary Host Site;
- D. The loss of large capacity circuits into the MSLC Primary Host Site serving all Lottery Agents;
- E. The loss of large capacity circuits into the MSLC Secondary Host Site serving all Lottery Agents.

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

☐ *Our firm warrants that the business continuity plan in place covers the components listed above.*

3.26.6 Compensation for Non-Performance and Network Downtime

The continuous operation of the Bidder’s network of services serving the MSLC and its Lottery Agents must be of the highest priority for the Bidder. The MSLC’s network serving its Lottery Agents is a financial transaction based network and any Lottery Agent terminal down time can have a significant effect on revenue to the MSLC and the communities within Massachusetts that rely on these funds. Therefore the Bidder must provide the following financial compensation to the MSLC.

3.26.7 Bidder’s Service Credit per Lottery Agent Terminal

The Bidder **must** provide a credit without limitations on the MSLC monthly invoice of two hundred dollars (\$200.00) per hour for each Lottery Agent terminal that is inoperable due to

the Bidder's network service for each hour the network failure or severe degradation exceeds the repair times stated elsewhere in this RFR.

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

- ☐ *Our firm warrants that it will provide a credit without limitations on the MSLC monthly invoice of two hundred dollars (\$200.00) per hour for each Lottery Agent terminal that is inoperable due to the firm's network service for each hour the network failure or severe degradation exceeds the repair times stated elsewhere in this RFR.*

3.26.8 Bidder's Service Credit for Each Installation Date Not Met

The Bidder **must** provide a credit without limitations on the MSLC monthly invoice of four hundred dollars (\$400.00) for each Lottery Agent circuit installation date not met.

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

- ☐ *Our firm warrants that it will provide a credit without limitations on the MSLC monthly invoice of four hundred dollars (\$400.00) for each Lottery Agent circuit installation date not met.*

3.26.9 Force Majeure Situation of the Bidder's Network

The MSLC understands that there are situations that are out of the control of the Bidder (e.g., earthquakes, hurricanes, blizzards, tornados, floods, etc.). It is **desirable** that the Bidder lists its definition of "acts" beyond the Bidder's control.

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

- ☐ *Our firm warrants that the definition of "acts" beyond the firm's control is listed below.*

Describe how your firm defines "acts" beyond the firm's control.

[Insert response here:]

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

3.26.10 Bidder's Timeframe of Non-Performance Financial Compensation

The Bidder **must** provide the non-performance financial compensation to the MSLC as a credit on the service invoice as a separate line item (e.g., other charges & credits, down-time credit, etc.) within thirty (30) days of the network downtime.

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

- ☐ *Our firm warrants that it will provide the non-performance financial compensation to the MSLC as a credit on the service invoice as a separate line item (e.g., other charges & credits, down-time credit, etc.) within thirty (30) days of the network downtime.*

3.26.11 Bidder's Reporting of Credits

It is **desirable** that the credits applied for non-performance be broken down on the service invoice by actual network down-time incident.

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

- ☐ *Our firm warrants that it meets the desirable with the credits applied for non-performance broken down on the service invoice by actual network down-time incident.*

Describe how your firm will provide this per incident information to the MSLC.

[Insert response here:]

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

3.26.12 Non-Performance Credits to MSLC

It is a must that non-performance credits have no financial cap.

Note: By checking the box your firm confirms that the submitted bid meets this requirement.

- ☐ *Our firm warrants that it agrees that the non-performance credits will not have a financial cap.*

3.26.13 MSLC Right to Challenge Compensation

It is a **must** that the Bidder allows the MSLC to challenge non-performance financial compensation credit amounts and resolution times submitted by the Bidder.

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

- ☐ *Our firm warrants that it will allow the MSLC to challenge non-performance financial compensation credit amounts and resolution times.*

3.27 Network Management

The MSLC requires the ability to manage the network installed to serve its Lottery Agents. This network management is crucial to the day-to-day operation of the overall network and will enable the MSLC to ensure that network performance is at the levels required.

3.27.1 Bidder Network Monitoring

The Bidder **must** perform proactive control, monitoring, and maintenance of its network services including, but not limited to, addressing network degradation, network failure (full and component), network overload, network performance monitoring, alert management, cellular signal level, etc.

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

- ☐ *Our firm warrants that it will perform proactive control, monitoring, and maintenance of its network services including, but not limited to, addressing network degradation, network failure (full and component), network overload, network performance monitoring, alert management, cellular signal level, etc.*

3.27.1.1 Bidder Network Monitoring Description

It is **desirable** that the response includes a description of your firm's Network monitoring.

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 by including a description of our firm's Network monitoring.*

[Insert response here:]

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

3.27.2 Network Monitoring

The Bidder **must** describe how the MSLC **will** have access to the monitoring system described elsewhere in this RFR.

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

☐ *Our firm warrants that the MSLC will have access to the monitoring system.*

Describe how the MSLC will have access to the monitoring system.

[Insert response here:]

3.27.3 Bidder's Monitoring Reporting Capabilities

It is **highly desirable** that the Bidder provides metrics on the installed network services in near real time to the MSLC with regard to network performance, network downtime, network degradation, etc.

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

☐ *Our firm warrants that it will provide metrics on the installed network services in near real time to the MSLC with regard to network performance, network downtime, network degradation, and other components.*

Describe the firm's near real time event reporting capabilities.

[Insert response here:]

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

3.27.4 Bidder's Equipment Monitoring Capabilities

The Bidder **must** perform proactive monitoring of the equipment responsible for interfacing IP to Host systems.

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

- ☐ *Our firm warrants that it will perform proactive monitoring of the equipment responsible for interfacing IP to Host systems.*

3.27.5 Bidder's Network Management

The Bidder **must** provide a network management offering available to the MSLC to perform proactive monitoring and testing of the installed network services.

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

- ☐ *Our firm warrants that it will provide a network management offering available to the MSLC to perform proactive monitoring and testing of the installed network services.*

3.27.5.1 Bidder's Network Management Description

It is **desirable** that the response includes a description of the monitoring that ensures the MSLC that the Lottery Agent communications equipment is active, transmitting, and receiving data.

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 by including a description of how the proposed monitoring will ensure the MSLC that the Lottery Agent communications equipment is active, transmitting, and receiving data.*

[Insert response here:]

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

3.27.6 Bidder's Non-Intrusive monitoring and Testing

It is **desirable** that the Bidder describe how its network management offering will allow MSLC personnel to monitor and test installed network services without requiring any downtime.

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

- ☐ *Our firm warrants that it will describe its offering to allow MSLC personnel to monitor and test installed network services without requiring any downtime.*

[Insert response here:]

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

3.27.7 Bidder's Network Monitoring Levels

It is **desirable** that the Bidder describe how its network management offering will allow MSLC personnel to monitor network degradation at both the Lottery Agent level and the Bidder's backbone network.

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

☐ *Our firm warrants that its network management offering will allow MSLC personnel to monitor network degradation at both the Lottery Agent level and the Bidder's backbone network.*

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

3.27.8 Bidder's Network Monitoring of Lottery Terminal Communications

It is **desirable** that the Bidder describe how its network management offering **will** allow MSLC personnel to determine when a Lottery Agent terminal is not functioning.

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

☐ *Our firm warrants that it meets this desirable with the following description of how its network management offering will allow MSLC personnel to determine when a Lottery Agent terminal is not functioning.*

Describe how your firm's network management offering will allow MSLC personnel to determine when a Lottery Agent terminal is not functioning.

([Insert response here:])

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

3.27.9 Bidder's Network Monitoring by Single Geographic Area

The Bidder **must** describe how its network management offering **will** allow MSLC personnel to identify when a major failure has occurred in a single geographic area.

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

- ☐ *Our firm warrants that its network management offering will allow MSLC personnel to determine when a major failure has occurred in a single geographic area.*

Describe how your firm network management offering will allow MSLC personnel to determine when a major failure has occurred in a single geographic area.

[Insert response here:]

3.27.10 Bidder's Network Monitoring Systems Ease of Use

It is a **desirable** that the Bidder provide a network management offering that **will** allow the MSLC to access and perform network management, and monitoring without requiring MSLC personnel to access multiple windows.

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

- ☐ *Our firm warrants that it meet this desirable by providing a network management offering that will allow the MSLC to access and perform network management, and monitoring without requiring MSLC personnel to access multiple windows.*
- ☐ *Our firm is unable to meet this desirable.*

3.27.11 Bidder's Network Monitoring of Backbone Services

It is **desirable** that the network management offering provides the MSLC the status of the backbone network services of the Bidder.

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

- ☐ *Our firm warrants that it meets this desirable that the network management offering provides the MSLC the status of the backbone network services of this firm.*
- ☐ *Our firm is unable to meet this desirable.*

3.28 Operational and Security Requirements

3.28.1 Network Security Requirements

The MSLC, as with any organization, understands the general climate of the computer and telecommunications industries today and holds network security as a very important part of the overall design and implementation of the proposed network of services.

It is understood that network security is an ever changing function. As more sophisticated "systems" and means are employed by "hackers", the vulnerability of the installed network of services arises. It is therefore understood that system security **will** be an ongoing process and the Bidder **must** be capable of providing timely software and hardware solutions at no cost to the MSLC to alleviate system security concerns.

The Bidder **must** describe security measures that the Bidder **will** take with regard to the following:

- A. Receipt and implementation of new service orders, service disconnect orders, and service move orders;
- B. How monitoring of network intrusion is done;
- C. How will the Lottery Agent location cellular router be monitored if removed from a Lottery Agent location and used elsewhere;
- D. How will the MSLC be alerted if cellular equipment leaves its boundaries;
- E. How will the MSLC data be encrypted, explain any tunneling or how network security will be handled;
- F. Access to the network service by the MSLC for testing or maintenance;
- G. Access to the network service by the MSLC for service moves, additions, and changes;
- H. Access to the network service by the Bidder's Service Personnel and/or Technicians for service moves, additions, and changes;
- I. Access by the MSLC to network service invoicing records;
- J. Access to the network of services for networking monitoring and management by the MSLC;
- K. Access to the network of services for networking monitoring and management by the Bidder;

L. Interruption of Service/Denial of Service Attacks.

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

- ☐ *Our firm warrants that it will provide timely software and hardware solutions at no cost to the MSLC to alleviate system security concerns and provide security measures that the Bidder will take with regards to the list above.*

Describe in detail how your firm will address each item above in full detail in its response.

[Insert response here:]

3.28.2 Network Security

The Bidder **must** ensure the confidentiality of the MSLC's traffic placed over the Bidder's network and describe how this is accomplished.

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

- ☐ *Our firm warrants that it will provide network security measures to ensure the confidentiality of the MSLC's traffic placed over the firm's network and will describe all and any standard and optional security services.*

[Insert response here:]

3.28.3 Past Security Experience

The Bidder **must** have implemented various security measures based on actual security situations in the field. The Bidder is expected to have learned from past experiences and ensure that the network of services installed at the MSLC is secure.

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

- ☐ *Our firm warrants that it has past security situations and that it will provide two (2) case studies (case studies with solutions implemented) describing those past experiences. These case studies must be included with the Bidder's response as a separate attachment to COMMBUYS clearly named: "<Bidder's Name> - Case Studies Past Security Experience".*

3.28.4 ITD Security Policies

The Bidder **must** confirm in its response that it has reviewed the security policies of the Commonwealth of Massachusetts Information Technology Division (ITD) available on the ITD website at www.mass.gov/itd.

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

- ☐ *Our firm warrants that it has reviewed the security policies of the Commonwealth of Massachusetts Information Technology Division (ITD) available on the ITD website at www.mass.gov/itd*

3.29 Transmission and Protocol Encapsulation

3.29.1 Bidder's Security at Transmission and Protocol Level

The Bidder **must** address network security of the proposed IP network at the transmission and protocol encapsulation level.

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

- ☐ *Our firm warrants that it will address network security of the proposed IP network at the transmission and protocol encapsulation level.*

3.29.2 Bidder's Security on Straight IP Network

The Bidder **must** address network security of the proposed IP network should protocol encapsulation not be necessary within the Bidder's proposed network solution.

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

- ☐ *Our firm warrants that it will address network security of the proposed IP network should protocol encapsulation not be necessary within the firm's proposed network solution.*

3.30 Security Breaches

3.30.1 Bidder's Response to Security Breach

The Bidder **must** address security breaches within its network (internal and external breaches) in a timely manner in order to reduce any potential effect on the services provided to the MSLC.

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

- ☐ *Our firm warrants that it will address security breaches within its network (internal and external breaches) in a timely manner in order to reduce any potential effect on the services provided to the MSLC.*

3.30.2 Bidder's Reporting Security Breaches

The Bidder **must**, should a network security breach occur, immediately address the situation, notify authorized MSLC personnel of the breach, and keep the MSLC updated on the progress on the correction of the situation.

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

- ☐ *Our firm warrants that should a network security breach occur, our firm will immediately address the situation, notify authorized MSLC personnel of the breach, and keep the MSLC updated on the progress on the correction of the situation.*

3.30.3 MSLC's Response to Repeated Security Breaches

The MSLC **will not** accept repeated security breaches to the Bidder's network. The Bidder **must** understand that slow or ineffective response to network security breaches resulting in network failure or degradation may result in the financial compensation stated elsewhere in this RFR or the possible termination of this contract with the Bidder.

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

- ☐ *Our firm warrants that it understands that slow or ineffective response to network security breaches resulting in network failure or degradation may result in the financial compensation stated elsewhere in this RFR or the possible termination of this contract with the Bidder.*

3.30.4 Proactive Monitoring

The MSLC **must** be able to monitor the installed network of services for possible security breaches.

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

- ☐ *Our firm warrants that the MSLC will be able to monitor the installed network of services for possible security breaches.*

3.30.5 Reporting of Security Breaches

The Bidder **must** provide detailed security breach or attempt information to authorized MSLC personnel regarding the security breach within four (4) hours of the event. The Bidder **must** continue to update the MSLC every four (4) hours until the security breach is resolved.

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

- ☐ *Our firm warrants that it will provide detailed security breach or attempt information to authorized MSLC personnel regarding the security breach within four (4) hours of the event and continuous updates to the MSLC every four (4) hours until the security breach is resolved.*

3.30.6 Ongoing Network Security

The Bidder **must** maintain ongoing network security during the life of this contract and any subsequent extensions.

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

- ☐ *Our firm warrants that it will maintain ongoing network security during the life of this contract and any subsequent extensions.*

3.31 Training

The implementation of the network services for the MSLC will entail a high level of management, invoicing, and monitoring. In order to ensure performance is maintained at this high level the Bidder must provide training to MSLC personnel as follows.

3.31.1 Bidder's Provided Training Classes

The Bidder **must** provide training classes to the MSLC personnel who **will** make use of the online account management function. This training **must** be provided on-site at MSLC locations and include, at a minimum, the following:

- A. Use of the online system for the placing of new service orders;
- B. Use of the online system for modifying new service orders;
- C. Use of the online system for canceling pending new service orders;
- D. Use of the online system for tracking of service orders;
- E. Use of the online system for the placing of service trouble reports;
- F. Use of the online system for accessing the status of an active trouble report;
- G. Use of the online system to view network service repair history;
- H. Use of the online system for accessing of current invoicing records;
- I. Use of the online system for accessing of historical invoicing records;
- J. Use of the online system for viewing network service inventory;
- K. Use of the online system for customizing reports.

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

- ☐ *Our firm warrants that it provide will provide training classes to the MSLC personnel on-site at MSLC locations and include, at a minimum, the use of the online system: to place, modify and cancel new service orders; to track service orders; develop service trouble reports; access the status of an active trouble report; view network service repair history; access current and historical invoicing record; view network service inventory; and customize reports.*

3.31.2 Bidder's Provided as Needed Training

After the initial training, the Bidder **must** provide "as needed" training at no additional cost as requested by the MSLC during the term of this contract and any subsequent renewals.

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

- ☐ *Our firm warrants that it will provide “as needed” training at no additional cost as requested by the MSLC during the term of this contract and any subsequent renewals.*

3.31.3 Bidder's Invoice Training

The Bidder **must** provide training to MSLC personnel with regards to the Bidder's invoice both in hard copy and electronic versions. This training **must** be provided on site at the MSLC.

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

- ☐ *Our firm warrants that it will provide training to MSLC personnel with regards to the firm's invoice both in hard copy and electronic versions. This training will be provided on site at the MSLC.*

3.31.4 Bidder's Refresher Training Including New Employees

After the initial training, it is **desirable** that the Bidder provide refresher training at no additional cost as requested by the MSLC during the term of this contract and any subsequent extensions.

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

- ☐ *Our firm warrants that it will meet this desirable and provide refresher training at no additional cost as requested by the MSLC during the term of this contract and any subsequent extensions.*
- ☐ *Our firm is unable to meet this desirable.*

3.31.5 Network Management/Monitoring System Training

The Bidder **must** provide training to the MSLC personnel who will make use of the Bidder's network management/monitoring system. This training **must** be provided on-site at the MSLC locations and include, at a minimum, the following:

- A. Accessing all levels of available network management capabilities offered;
- B. Setting and monitoring performance alerts;

- C. Monitoring network services to the individual Lottery Agent;
- D. Monitoring network services for degradation;
- E. Monitoring network services at the “backbone” level to identify major failures;
- F. Initiating testing of the any affected service.

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

- ☐ *Our firm warrants that it will provide training to the MSLC personnel. This training will be provided on-site at the MSLC locations and include, at a minimum, the following: accessing all levels of available network management capabilities offered; setting and monitoring performance alerts; monitoring network services to the individual Lottery Agent; monitoring network services for degradation; monitoring network services at the “backbone” level to identify major failures; initiating testing of the any affected service.*

3.31.6 Bidder’s Network Training Options

It is **desirable** that the Bidder provide optional training opportunities to the MSLC with regard to the network services installed (e.g., online webinars, off-site technical training, in house training classes, etc.). All costs associated with these optional training opportunities **must** be included in the Cost Tables in Attachment C.

Note: No cost information shall be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS (see Attachment C).

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

- ☐ *Our firm warrants that it will provide optional training opportunities to the MSLC with regard to the network services installed (e.g., online webinars, off-site technical training, in house training classes, etc.). All costs associated with these optional training opportunities are included in the Cost Tables in Attachment C.*

Describe the optional training available to MSLC personnel.

[Insert response here:]

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

3.31.7 Bidder's Optional Training

It is **desirable** that the Bidder provide the optional training opportunities listed above at no additional cost to the MSLC during the course of this contract.

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

- ☐ *Our firm warrants that it will meet this desirable by not charging the MSLC for any optional training related to this contract.*
- ☐ *Our firm is unable to meet this desirable.*

3.31.8 Bidder's Radio Frequency (RF) Training Option

It is **highly desirable** that the Bidder provide MSLC field service personnel the training to do RF site surveys for the deployment of cellular routers at Lottery Agent locations. All costs, if any, associated with RF training must be included in the Cost Tables in Attachment C.

Note: No cost information shall be included anywhere in the Quote/Response except in a separate confidential file submitted to COMMBUYS (see Attachment C). 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.

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

- ☐ *Our firm warrants that it will meet this highly desirable to provide MSLC field service personnel the training to do RF site surveys for the deployment of cellular routers at Lottery Agent locations. All costs, if any, associated with RF training is included in the Cost Tables in Attachment C.*
- ☐ *Our firm is unable to meet this highly desirable.*

4 Bidder's Requirements

4.1 Bidder's Industry Experience

4.1.1 Telecommunications Industry Five (5) Years

The Bidder **must** presently be in the telecommunications industry providing products and/or services to the end user business community for a minimum of five (5) years prior to the date of response submission.

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

- ☐ *Our firm warrants that it has provide products and/or services to the end user business community in the telecommunications industry for a minimum of five (5) years prior to the date of response submission.*

4.1.2 Telecommunications Industry Ten (10) Years

It is **desirable** that the Bidder presently be in the telecommunications industry providing products and/or services to the end user business community for a minimum of ten (10) years prior to the date of response submission.

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

- ☐ *Our firm warrants that it meets this desirable by having a minimum of ten (10) years prior to the date of response submission in the telecommunications industry providing products and/or services to the end user business community.*
- ☐ *Our firm is unable to meet this desirable.*

4.1.3 Experience and Capability

The Bidder **must** demonstrate the experience and capability to satisfy the requirements of this RFR.

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

- ☐ *Our firm warrants that a separate attachment labelled "<Bidder's Name> Industry Experience" details our firm's experience and capability to satisfy the requirements of the RFR.*

4.2 Bidder's Organization

4.2.1 Organization Summary

The Bidder **must** include, in its Response a brief summary one (1) page maximum which describes its company history, current operation, and future plans in the telecommunications industry. The purpose of this summary is to provide the MSLC with a brief, clear understanding of the Bidder and its position in the telecommunications industry. This summary **must** include the following items:

- A. Number of Sales/Service Offices;
- B. Number of Sales/Service Offices within Massachusetts;
- C. Total United States Based Staff (Company-wide);
- D. Total Massachusetts Based Staff;
- E. Number of Years in Business;
- F. Number of Years Providing Telecommunications Services.

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

- ☐ *Our firm warrants that a separate attachment labelled "<Bidder's Name> Organization" limited to one (1) page describing the company's history, current operation, and future plans in the telecommunications industry is attached. The information includes number of sales/services both in and outside of Massachusetts; total staff for the entire firm company-wide as well as within Massachusetts; total number of years in business as well as number of years providing telecommunication services.*

4.2.2 Bidder's Business References

The Bidder **must** provide end user references from the past three (3) years with its response (see Attachment F). These references may be contacted either by telephone, mail or facsimile to verify the Bidder's experience and "real world" installation procedures.

A minimum of three (3) references **must** be provided on the Business Reference Forms in Attachment F of this RFR. These Business References **must** be for installations similar to the MSLC required network as outlined in this RFR. The Bidder **must** provide with each reference, a description of the network services installed.

Failure to provide references as required on the Business Reference Form **may** lead to disqualification of the Bidder's response.

It is the Bidder's responsibility to ensure that any reference is aware that they may be contacted by the MSLC regarding the services provided by the Bidder. All reference reviews are done in a professional and timely manner to minimize the demands on Bidder's references. However, reference contacts who refuse to discuss the Bidder or the services provided by the Bidder **will** result in a zero "0" rating for the Bidder for that reference.

The Bidder **must** provide an authorized primary and secondary contact name for each reference submitted. This **will** allow the PMT to complete any reference reviews in a timely manner.

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

☐ *Our firm warrants that its business references are in a separate attachment (Attachment F) meeting the requirements listed in the above section.*

4.2.3 Federal, State and local rules and regulations

Bidder **must** comply with all Federal, State and local rules and regulations as they apply to the work to be performed under this RFR.

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

☐ *Our firm warrants that it will comply with all Federal, State and local rules and regulations as they apply to the work to be performed under this RFR.*

4.2.4 Company Bankruptcy Proceedings, Criminal Investigations

Bidder **must** provide if applicable, a detailed information regarding any company bankruptcy proceedings, criminal investigations, charges filed against the company, directors or managers, any mergers, acquisitions, etc., and any name changes within the last five (5) years.

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

- ☐ *Our firm warrants that a detailed information regarding any company bankruptcy proceedings, criminal investigations, charges filed against the company, directors or managers, any mergers, acquisitions, etc., and any name changes within the last five (5) years is listed below.*

[Insert response here:]

- ☐ *Our firm warrants there have not been any bankruptcy proceedings, criminal investigations, charges filed against the company, directors or managers, any mergers, acquisitions, etc., or any name changes within the last five (5) years.*

4.2.5 Obtain from Other Sources

The Bidder **must** acknowledge that 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.

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

- ☐ *Our firm warrants that it agrees that the MSLC has 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.*

5 MSLC's Damages Definition

Section 11. Indemnification of the Commonwealth Terms and Conditions limits the definitions of the term "other damages" **to** include, but **not** be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. The Commonwealth Terms and Conditions limits the definition of "**other damages**" **to not** include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the Contractor as a third party defendant. Further, Section 11 limits the term "other damages" **to not** include, and in no event **shall** the Contractor be liable for, damages for the Commonwealth's use of Contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. **The Commonwealth Terms and Conditions caps the amount of "other damages"** not exceed the greater of \$100,000, or two (2) times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim.

The damage limitation both in amount and defining the type of damages in the Commonwealth Terms and Conditions **shall not** apply to this RFR or any other procurement or contract resulting hereunder even in cases where a purchase made pursuant to this RFR employs one of the listed object codes in that provision. If any other provision conflicts with the specified damages provisions of this section, this section shall prevail. It is solely within the MSLC's discretion to assess damages pursuant to this provision. Should the MSLC elect not to assess damages it should not constitute a waiver of any future rights granted in this provision

The MSLC considers that non-availability, non-performance or non-compliance of the communications network or network hardware procured under this RFR that interrupt sales and other revenue-generating activities causes the MSLC, and therefore the Commonwealth, to suffer significant damages through lost profit plus other costs necessary to ensure continued customer service for each unscheduled period of non-availability and/or delay. Since it is impossible to determine the exact dollar amounts for some incidences of non-availability, non-performance or non-compliance of the communications network and hardware, the following requirement defines a relevant methodology.

The Bidder agrees that it **will** be liable to the MSLC for any actual damages incurred resulting from its failure to meet the performance and availability operational levels set forth in this contract, as follows:

For a failure to meet the performance and availability operational levels that results in the partial or complete shutdown of the communications network and hardware, the calculation of damages **will** be the actual expenses resulting from such failure plus any lost profit for any Lottery product of a partially or complete shutdown. Lost profit per product **will** be calculated

by the MSLC based on the product's average daily sales over the most recent Fiscal Year. Lost profits **will** be assessed on a per product basis for each day, or a portion thereof, the Lottery product is partially or completely shut down and/or the number of Lottery terminals affected.

If the Bidder's fails to satisfy any performance and availability operational level that does not result in a complete or partial shutdown of any Lottery product, then the assessment of damages **will** be limited to the actual expenses caused by the Bidder's non-performance or non-compliance.

If the Bidder fails to meet the performance and availability operational levels to the extent that it results in the Bidder's breach of contract such that the MSLC is required to retain an "Alternate Vendor", the Bidder **will** be liable to the MSLC for any and all costs and expenses caused by said breach, including costs of transitioning to such Alternate Vendor and costs of knowledge transfer to the MSLC.