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Commonwealth of Massachusetts

*Massachusetts State Lottery Commission  
(MSLC)*

**REQUEST FOR RESPONSE (RFR)**

for

**Statewide Delivery**

**RFR #LOT 1210**

**Release Date: February 29, 2012**

**Response Due Date: April 17, 2012 1:00PM**

Please Note: This is a single document associated with a complete Solicitation that can be found on Comm-PASS. All Bidders are responsible for reviewing and adhering to all information, forms and requirements found in all tabs and related forum records for the entire Solicitation. To locate the Solicitation associated with this document, go to [www.comm-pass.com](http://www.comm-pass.com), select the "Search for solicitations" link, enter the above Document Number in the "Document Number" field, and select the "Search" button. Bidders who need help regarding Comm-PASS navigation may refer to the Comm-PASS Resource Center at [www.mass.gov/osd](http://www.mass.gov/osd) for documents and guides. Bidders may also contact the Comm-PASS Helpdesk at [comm-pass@state.ma.us](mailto:comm-pass@state.ma.us) or the Comm-PASS Helpline at 1-888-MA-STATE. The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

## GENERAL INFORMATION

**General Information** - The terms of 801 CMR 21.00: Procurement of Commodities and Services is incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. All terms, conditions, requirements, and procedures included in this RFR must be met for a Response to be determined responsive. If a Bidder fails to meet any material term, condition, requirement or procedure, its Response may be deemed unresponsive and disqualified.

Unless otherwise specified in this RFR all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds, equipment must be new and of current manufacturing models and unused, and all cost proposals or figures in U.S. Currency. All Responses must be submitted in accordance with the specific terms of this RFR. No electronic Responses may be submitted in response to this RFR. The MSLC will not assume nor be liable for any costs incurred by the Bidder in preparing and/or submitting a response to this RFR.

## TERMS AND CONDITIONS

**Access to Security-Sensitive Information.** - This solicitation contains security-sensitive information which, pursuant to MGL c. 4, s. 7, cls. 26(n), is generally exempt from public disclosure under the Commonwealth's public records laws and must, for public safety purposes, be safeguarded from widespread public disclosure. This security-sensitive information is in the form of blueprints, plans, policies, procedures, schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, and/or any other records relating to the security or safety of persons (pursuant to M.G.L. c. 66A) or buildings, structures, facilities, utilities, transportation, information technology or other infrastructure located within the commonwealth.

Qualified prospective bidders that are interested in accessing this information for the purpose of preparing a bid response must, before being allowed to access the information, sign a confidentiality agreement, thereby agreeing to:

1. restrict the use of these sensitive records for any other purpose than as authorized and for the purpose of putting together a bid proposal;
2. safeguard the information while it is in their possession (consistent with Section 6 of the Commonwealth Terms and Conditions); and
3. return such records and materials to the Commonwealth upon completion of the project.

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

The MSLC will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Contractors may also propose alternatives for equivalent, better or more cost effective performance than specified under the contractor's original response to enable the department to take advantage of enhanced technologies, commodities or services which become available during the term of the contract.

**Arrearages-** By submitting a response to this solicitation, each bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Master Contract if selected for Master Contract award.

**Best Value Selection and Negotiation-** The Procurement Management Team (PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The

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PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

**Bidder Communication-** Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the 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 for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

**Business Profile/Change in 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.

In addition, the MSLC reserves the right to obtain, from sources other than the vendor, information concerning the vendor, the vendor's capabilities and the vendor's performance under other contracts which the MSLC deems pertinent to this RFR and to consider such information when making an award.

Vendors 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 Vendor to notify the MSLC shall be grounds for contract award cancellation and/or termination.

**Comm-PASS-** If this RFR has been distributed electronically using the Comm-PASS system, RFR attachments that are referenced are incorporated by reference into the RFR and are available as separate files within the Forms tab and Specifications tab of the Comm-PASS Solicitation record. OSD Forms are also available at [www.mass.gov/osd](http://www.mass.gov/osd) under the Related Links section. While Comm-PASS offers optional, value-added, automated Comm-PASS Subscription Service on an annual-fee basis, all bidders are solely responsible for obtaining and completing the required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability for and will provide no accommodation to bidders who fail to check for amended RFRs/Requests for Quotes (RFQs) or any other procurement opportunities and subsequently submit inadequate or incorrect responses. Bidders are advised to check the Last Changed Date field on the Summary page or the Amendment History within the Other Information tab of RFRs for which they intend to submit a response in order to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

**Comm-PASS Subscription Service-** The Comm-PASS Subscription Service is sponsored by the Operational Services Division. This service offers a prospective bidder a secure, web-based desktop that contains tools to track and manage postings including solicitation announcements, Request for Responses (RFRs), and Contracts that match the subscriber-designated set of categories and sub-categories on the Commonwealth's Procurement Access and Solicitation System (Comm-PASS).

Comm-PASS Basic Service will provide a subscriber with:

- Secure web-based desktop within Enhanced Comm-PASS for document management.
- A customizable profile reflecting the bidder's product/service areas of interest.
- Refined commodity and service categories and sub-categories.
- Full-cycle, automated email alert whenever a solicitation of interest is posted or updated.
- Access to Online Bidder Forums to allow for virtual attendance and participation.
- Tools to submit bids electronically to an encrypted lock-box.

Every public purchasing entity within the borders of Massachusetts may post their solicitations on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for reviewing and responding electronically to public solicitations in Massachusetts. Fees for the Comm-PASS Subscription Service are based on costs to operate, maintain and develop the Comm-PASS system.

**Conflict of Interest-** Prior to the award of any contract, the vendor shall certify in writing to the procuring agency that no relationship exists between the vendor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the vendor and another person or organization that constitutes a conflict of interest with respect to a state contract. No official or employee of the Commonwealth who exercises any function or responsibility in the review or



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approval of the undertaking or carrying out of this project shall, prior to the completion of this project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The bidder shall provide assurance that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The bidder shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

**Contract Award-** The Contract will be awarded to the Vendor with the lowest overall cost that has met all mandatory performance and business specifications provided it is the “best value” for the Commonwealth of Massachusetts. 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, encourages the continuing participation of quality Vendors; and 8) supports Commonwealth and Department procurement planning and implementation. [801 CMR 21.01 (1)]

The 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 PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder’s or contractor’s response which results in lower costs or a more cost effective or better value than was presented in the selected bidder’s or contractor’s original response.

**Contract Documents** - The contract between the MSLC and the successful Vendor will include as integral parts thereof:

- **Commonwealth Terms and Conditions (See Attachment A)**
- **Standard Contract Form (See Attachment B)**
- **This RFR and amendments thereto**
- **Vendors response and amendments thereto**

In the event of a conflict in language between any of the above mentioned documents, the provisions and requirements set forth or referenced in the Commonwealth Terms and Conditions and this RFR with the amendments shall govern. In the event that an issue is addressed in the response that is not addressed in the RFR, no conflict in language shall be deemed to occur.

**Contract Expansion-** If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

**Costs-** 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.

**Electronic Communication/Update of Bidder’s/Contractor’s Contact Information-** It is the responsibility of the prospective bidder and awarded contractor 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 PMT, including requests for clarification. The PMT 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 PMT to be lost or rejected by any means including email or spam filtering.

**Electronic Funds Transfer (EFT)-** All bidders responding to this RFR will be required to participate in the Commonwealth Electronic Funds Transfer (EFT) 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](http://www.mass.gov/osd)). Additional information about EFT is available on the [VendorWeb](#) site ([www.mass.gov/osc](http://www.mass.gov/osc)). Click on MASSfinance.

Successful Bidders will be required to enroll in EFT as a contract requirement by completing the *Authorization for Electronic Funds Payment Form*. 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. If the Bidder is already enrolled in the program, the bidder will be able to indicate so in its response. The requirement to use EFT may be waived by the 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 PMT will consider such requests on a case-by-case basis and communicate the findings with the Bidder.

**Emergency Standby Commodities and/or Services-** Due to a declaration of a state of emergency where the safety and well-being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its contractors. Contractors may be called upon to supply and/or deliver to the MSLC on a priority basis such commodities and/or services currently under contract. Such accommodations may be requested from a contractor during an actual emergency. To accommodate such requests, contractors may be requested and must make every effort to service these requests from regular sources of supply at the rates set forth in any standard contract resulting from this RFR.

**Environmentally Preferable Products and Services-** The MSLC and the contractor(s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPP's) when such products are readily available at a competitive cost and satisfy the MSLC's performance needs.

**Environmental Response Submission Compliance-** In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

**Estimated Provisions-** The Commonwealth makes no guarantee that any Commodities or Services will be purchased from any Contract resulting from this RFR. Any estimates or past procurement 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.

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

**HIPAA: Business Associate Contractual Obligations -** Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

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**Information Technology** - 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 Procedures promulgated by the Commonwealth's CIO. 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 and Procedures, 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](http://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](mailto:commhelp@state.ma.us) or 1 (866) 888-2808.

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](mailto: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.

Information Technology - Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions. Required for the following object codes within the "Expenditure Classification Handbook" as issued by the Office of the Comptroller:

CODE	TITLE
U01	Telecommunications Services Data
U02	Telecommunications Services Voice
U03	Software and Information Technology (IT) Licenses
U04	Information Technology (IT) Chargeback
U05	Information Technology (IT) Professionals
U06	Information Technology (IT) Cabling
U07	Information Technology (IT) Equipment
U08	Information Technology (IT) Equipment TELP Lease-Purchase
U09	Information Technology (IT) Equipment Rental or Lease
U10	Information Technology (IT) Equipment Maintenance and Repair
U75	Advance Administrative Expenses
U98	Reimbursement for Travel Expenses for IT Professionals

Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall 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. "Other damages" shall 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, the term "other damages" shall 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. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

**Insurance-** Vendor shall maintain, throughout the term of the contract the type of insurance as set forth below:

Workers Compensation Insurance for officers, employees and agents employed in connection with this contract in accordance with applicable law, including the laws of the Commonwealth of Massachusetts as well as the laws of any other state where the Contractor maintains its principal place of business with a limit of at least two hundred thousand dollars (\$200,000) per occurrence with an annual aggregate of one million dollars (\$1,000,000).

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**Vehicle Liability Insurance** covering owned, non-owned, substitute and hired vehicles in accordance with applicable laws, including, but not limited to, the automobile insurance laws of the Commonwealth of Massachusetts, and any other states where the Contractor maintains its principal place of business with a combined single limit annual aggregate of one million dollars (\$1,000,000).

**Commercial General Liability Insurance** for all damages arising out of bodily injury or death, or damage to personal or real property incurred with respect to work performed under this contract. Said insurance shall provide for bodily injury and property damage coverage liability limits of one million dollars (\$1,000,000) per person with an annual aggregate of three million dollars (\$3,000,000) per event.

The vendor shall provide certificates of insurance evidencing such coverage to the MSLC within 10 days of the date of execution of the contract by the vendor and the MSLC. Failure to provide and maintain such insurance shall be deemed a breach of contract, and may, at the sole discretion of the MSLC operate as an immediate termination hereof. Each policy of insurance shall expressly provide 60 days prior notice by the insurer to the MSLC of any intent to cancel, failure to renew or material change in the coverage identified above. The automobile liability insurance and the commercial general liability insurance policies shall identify the MSLC as an additional insured. All insurance shall be maintained from an insurance carrier authorized to conduct business in the Commonwealth of Massachusetts.

**Invest in Massachusetts-** The MSLC encourages investment in our local economy and is committed to advancing the creation and preservation of jobs in the Commonwealth. As a result, Bidders **must** submit an *Invest in Massachusetts Data Form* (the "IMD Form"). All 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. Bidders who are able to and do certify in Part III of the IMD Form that 50% or more of the work-hours performed in connection with any contract arising out of its RFR Response will be performed in Massachusetts will receive toward their overall score an additional 5% of the Bidder's total Business, Technical and Cost evaluation points.

Please be advised, however, that inability to provide such certification shall not preclude any Bidder from being awarded a contract if such Bidder receives the most overall points throughout the entire evaluation process.

**Mandatorics and Desirables-** Mandatory specifications in this RFR are identified with the words "must", "shall", "will", "mandatory", or "is required". However, Vendors must assume that every specification included herein is a mandatory specification, unless it is clearly indicated to be otherwise. A mandatory specification is one that must be met in order for a response to be considered responsive. Any response, which fails to meet a mandatory specification of the RFR, will be deemed non-responsive and will be disqualified. Desirable specifications are designated with the words, "is desired", "desirable", and "highly desirable". Unless there is an explicit indication to the contrary stated in this RFR, Vendors may receive evaluation points for "desirable" goods and services.

**Minimum Bid Duration-** Bidder responses/bids made in response to this RFR must remain in effect for 90 days from the date of bid submission.

**News Releases-** The successful Vendor shall not issue any news releases, advertising or promotional materials pertaining to the performance of the contract without prior approval by the Executive Director of the MSLC.

**Ownership of Responses-** All documentation, materials, data, etc., submitted in response to this RFR shall become the property of the MSLC and will not be returned to the Bidder. Bidders are cautioned that ideas, techniques, information, etc., submitted as part of the Bidders response may be used by the MSLC without separate payment to the Bidder or Sub-Contractors.

**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 Vendors. Payment will be made 45 days after acceptance and following receipt of invoice.

**Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply** – The MSLC reserves the right to request from the successful bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, it must notify the MSLC contract manager.

**Pricing: Price Limitation** – The bidder must agree that no other customer of similar size and similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this lower price is immediately effective for the MSLC. The bidder must also agree to provide current or historical pricing offered or negotiated with other governmental or private entities at any time during the contract period upon request of the contract manager.

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**Prime Contractor Responsibility-** The MSLC requires a single point of responsibility for performance of any Contract that may result from this RFR. Subcontractors may be used, but the Prime Contractor must accept full responsibility for the subcontractor's performance. All subcontractors must be identified by the Prime Contractor and the Prime Contractor must describe the type of contractual arrangement that will exist with all subcontractors. The Prime Contractor shall be responsible for meeting all of the terms of the Contract resulting from the RFR. 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. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

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

**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 PMT reserves the right to reject unreasonable requests.

**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 any of 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;
- g) fails to submit costs on the Cost Table (Attachment C), or to guarantee the costs for 90 days;
- h) refuses to provide clarification, if requested by the Procurement Committee; or
- i) fails to sign a Contract within ten (10) business days of receipt of the Contract for signing.

**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.

**Revisions to this RFR-** If it becomes necessary to revise any part of this RFR, or if additional data is necessary to clarify any of its provisions, a supplement will be mailed or faxed to Vendors who have obtained a copy of the RFR directly from the MSLC and not by any other means or subscriptions.

**RFR Cancellation-** The MSLC reserves the right to cancel this bid at any time before a Contract has been executed and approved, in which event the MSLC will reject any and all bids received in response to this RFR. Should the bid be canceled, all expenses related to preparation of response to this RFR remain the responsibility of the Vendor.

**Service Representative -** The selected Vendor 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.

**Small Business Purchasing Program (SBPP) -Vendor (Procurements between \$50,000.00 and \$150,000.00 only)**  
Small Business Preference – Special consideration will be given to eligible small businesses responding to this procurement who participate in the Small Business Purchasing Program (SBPP). To determine eligibility and to participate in the SBPP, please review the requirements and general program information at [www.mass.gov/sbpp](http://www.mass.gov/sbpp). The Department intends to provide SBPP eligible bidders with a 10% preference in the evaluation process.



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**Supplier Diversity Program (SDP) Plan** - Massachusetts Executive Order 524 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed SDP Plan Form as part of their response for evaluation. It is required that Supplier Diversity Program (SDP) participation accounts for no less than 10% of the total points in the evaluation. Higher evaluation points may be awarded to SDP Plans that show more commitments for use of certified vendors in the primary industry directly related to the scope of the RFR, subcontracting expenditures and partnerships for the purpose of contracting with the Commonwealth.

The PMT **requires** bidders to make a significant commitment to partner with certified Minority- and Women-Owned Businesses in order to be awarded a contract. A Supplier Diversity Office (SDO), formerly known as SOMWBA, certified Bidder may not list itself (or an affiliate) as being a Supplier Diversity Program (SDP) partner to its own company. In addition, a narrative statement can be included to supplement the SDP Plan Form providing further details of the SDP commitments. The submission of this narrative statement does not replace the requirement of the SDP Plan Form. Bidders must submit one form for each M/WBE SDP Relationship. **Please note that no bidder will be awarded a contract unless and until they agree to commit to at least one (1) of following three (3) SDP Components selected by the PMT:**

1. **Subcontracting:** If Bidder commits to Subcontracting in their SDP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded contract, with a SDO certified company. Although this is only one of several options to meet the requirements for participation in the Affirmative Market Program, Bidder's submission of subcontracting commitments may be weighted most heavily. The PMT will set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Please note that all subcontracting partnerships require inclusion of that contract between the Bidder and the M/WBE subcontractor in the Bidder's bid package.
2. **Ancillary Uses of Certified M/WBE Firm(s):** If a Bidder commits to Ancillary Uses of certified M/WBE Firm(s) in their SDP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A description of the ancillary uses of certified M/WBEs, if any, must be included on the SDP Plan Form.
3. **Growth & Development:** If a Bidder commits to Growth and Development in their SDP plan, then they must submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance that would increase industry capacity and the pool of qualified SDO certified companies.

Once an SDP Plan is submitted, negotiated and approved, the PMT will then monitor the contractor's performance.

**Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at:**  
[SDP Procurement Resources and Guides](#) or [www.mass.gov/sdp](http://www.mass.gov/sdp)

**Supplier Diversity Program Subcontracting Policies-** Prior approval of the agency is required for any subcontracted service of the contract. Agencies may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a bidder's Supplier Diversity Program (SDP) Plan. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors.

**Taxes, Fees, Assessments, Etc.-** Vendors must pay all taxes, fees and assessments associated with furnishing the products as part of the contract.

**Trademarks, Patents, Etc.-** Unless otherwise clearly stated in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the MSLC may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

**The Procurement Management Team ("PMT") reserves the right to modify, amend or cancel the terms of this RFR at any time.**

## **Section I - Purpose of Procurement**

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The Massachusetts State Lottery Commission (MSLC) intends to contract for a Vendor to provide guaranteed overnight next business day delivery services of several Lottery products from its Central Warehouse Facility, 60 Columbian Street, Braintree, MA and or a secondary Canton location, 40 Industrial Drive, Canton, MA 02021 to a statewide Sales Agent network of approximately 7,831 agents. The specific products are: 1) Instant Tickets, 2) Pull Tab products, 3) On-Line Printer Ribbons, 4) On-line Paper Stock 5) On-line Betting Slips and 6) various other materials/supplies. Products are to be picked up daily for guaranteed overnight next business day delivery.

## **Section II - Acquisition Method**

This procurement will be a fee for service.

## **Section III - Single or Multiple Contractor Contract**

The MSLC intends to award a single contract as a result of this procurement, but reserves the right to award multiple contracts.

## **Section IV - Single or Multiple Users**

It is the intent of this contract that the MSLC is the only user.

## **Section V - Anticipated Duration of Contract**

Any contract resulting from this RFR shall be for the period of three (3) years commencing on the resulting contract start date.

The MSLC shall have the option to extend the term of any Contract(s) resulting from this RFR for up to two (2) one year periods. The MSLC shall exercise its option by submitting written notice to the Vendor at least thirty (30) days prior to the termination.

## **Section VI - Anticipated Expenditures**

The expenditure associated with this procurement is to be determined.

If, due to unforeseen circumstances, the scope of services is substantially changed or modified, the MSLC maintains the right to amend the contract and 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.

## **Section VII - Performance and Contract Specifications**

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## A. Performance Requirements

The Massachusetts State Lottery Commission (MSLC) intends to contract for a Vendor to provide guaranteed overnight next business day delivery services of several Lottery products from its Central Warehouse Facility, 60 Columbian Street, Braintree, MA and or a secondary Canton location, 40 Industrial Drive, Canton, MA 02021 to a statewide Sales Agent network of approximately 7,831 agents. The specific products are: 1) Instant Tickets, 2) Pull Tab products, 3) On-Line Printer Ribbons, 4) On-line Paper Stock 5) On-line Betting Slips and 6) various other materials/supplies. Products are to be picked up daily for guaranteed overnight next business day delivery.

### DEFINITIONS:

- 1) Bi-weekly - Once every two weeks.
- 2) Book – 100, 150, or 300 Instant Tickets bound together by the ticket manufacturer.
- 3) Business Day - Monday through Friday excluding Holidays.
- 4) Holidays - New Years Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.
- 5) Instant Tickets - A Lottery game ticket in which customers remove a latex coating to reveal the symbols, numbers and prizes.
- 6) On-line Betting Slips - Optical mark read slips used by customers to select and place their bets.
- 7) On-line Paper Stock - Rolls of paper for use in the on-line terminal on which on-line bets are printed.
- 8) On-line Printer Ribbons - Cartridge ribbons for use in the on-line terminal which prints the on-line bets.
- 9) Next Day Delivery - Product delivered to Sales Agents the next business day from date of receipt from the MSLC by the Vendor.
- 10) Order - The quantities of tickets and/or supplies requested to be delivered to a sales agent.
- 11) Pull Tabs - A Lottery game in which customers break open windows on a ticket having up to five chances to win.
- 12) Sales Agent - A retail establishment licensed to sell Lottery products.
- 13) Stop - The physical delivery of Package(s) to a Sales Agent.
- 14) Supplies - Instant Tickets, On-line printer ribbons, betting slips, ticket stock and any other material the MSLC desires to be delivered.
- 15) Trailer - A non-refrigerated 53 foot tractor trailer vehicle with a pull down door which must have the ability to be locked.
- 16) Vendor - Companies, Corporations, Individuals, etc., responding to this RFR.



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## HISTORY AND PROCUREMENT OBJECTIVES

The Massachusetts State Lottery Commission (MSLC) intends to contract for a Vendor to provide guaranteed overnight next business day delivery services of several Lottery products from its Central Warehouse Facility, 60 Columbian Street, Braintree, MA 02184 or from its Canton Warehouse, 40 Industrial Drive, Canton, MA, 02021 to the statewide Sales Agent network. The specific products are: 1) Instant Tickets, 2) Pull Tab products, 3) On-Line Printer Ribbons, 4) On-line Paper Stock, 5) On-line Betting Slips, and 6) various other materials/supplies.

The MSLC is interested in entering into a contract with a Vendor(s) who can provide reliable, guaranteed overnight next business day delivery of the supplies outlined below to its network of Sales Agents located throughout the Commonwealth of Massachusetts.

### IMPORTANT

**There will be a mandatory site visit that any interested Vendor must attend on Tuesday, March 13, 2012 at 10:00AM at the MSLC headquarters, 60 Columbian Street, Braintree, MA 02184. The contact person for this site visit is Gordon Luciano, 781-849-5516.**

## SALES AGENTS

Currently the MSLC has licensed approximately 7831 Sales Agents. This number may increase or decrease in the future. **Please refer to Attachments N through Q for statistical data on the numbers of boxes by weight, by weight by zip code, by area code and by agents per day.**

These Sales Agents (approximately 7831) are on-line Sales Agents selling both the Instant Tickets and on-line games. The present on-line games are MEGABUCKS DOUBLER, CASH WINFALL, 7 DAY MASS CASH, MEGA MILLIONS WITH MEGAPLIER, KENO, DAILY NUMBERS GAMES, DAILY RACE GAME and POWERBALL. The off-line sales agents sell Pull Tab Tickets only.

In order to effectively provide quality service to the public and maximize revenues to the Commonwealth, each of the MSLC's Sales Agents must be adequately and continuously stocked with supplies of Lottery products.

Those products are: (1) Instant Tickets, (2) Pull Tab Tickets, (3) On-line Printer Ribbons, (4) On-line Paper Stock, (5) On-line Betting Slips, and, (6) Various other materials/supplies. (The MSLC reserves the right to increase or decrease this product line).

## PRODUCT LINES

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## 1. Instant Tickets

Instant tickets are a Lottery game generally sold for \$1.00, \$2.00, \$5.00, \$10.00 and \$20.00 each and played by the customer by scratching off a latex covering to reveal numbers and/or symbols to determine if a prize has been won.

Instant Tickets are printed and bound together by the manufacturer in "book" form. Most books consist of three hundred (300) instant tickets and books weigh between one (1) pound and one pound and seven tenths (1-7/10) pounds. The \$2 and \$5 tickets weigh approximately one and one third (1-1/3) pounds. The \$10.00 books weight approximately one (1) pound and the \$20.00 books weigh approximately one pound and seven tenths (1 7/10) pounds. The average sales volume per week of instant tickets is approximately 76,923 books of instant tickets, 4,673 sales agents weekly, 5,902 packages per week. The average number of tickets packaged is approximately 17,307,675 tickets. This breaks down to approximately 3,704 tickets per sales agent, per week, state wide.

Based upon the present system, the MSLC sends out an average of approximately 8,816 packages, of varying weights, per week to its Sales Agents. These packages can weigh between 1 lbs and up to 100 lbs. Approximately, 5,902 of the 8,816 packages shipped per week are Instant Tickets with an average weight of approximately 26 pounds, and 53 of the 8,816 are Pull Tabs with an average weight of 44 pounds per package. The remainder of the 8,816 packages shipped per week are supplies, 80 with an average weight of 4 pounds, 720 with an average weight of 12 pounds, 801 with an average weight of 26 pounds, and 660 with an average weight of 2 pounds. There are also approximately 600 packages with an average weight of one (1) pound.

**NOTE: Vendors should be cautioned that the above numbers are averages. Actual individual sales volume, and therefore orders for delivery vary greatly.**

## 2. Pull Tabs

Pull Tab tickets are a Lottery game that sells for either \$1.00 or \$2.00. They are a laminated, 2 ply ticket with perforated windows (3 or 5 windows) that conceal symbols, numbers, etc Each set of Pull Tabs contains from 3,899 tickets to 3,999 tickets. Pull Tab tickets are considered off-line tickets; there is no interaction between the Pull Tab Sales Agent and the Lottery's computer systems.

Pull Tab tickets are printed and packaged by the manufacturer in "set" form. Each set is packaged in Kraft colored die cut boxes. The carton is 200# test. The weights of these sets range from 40 pounds to 48 pounds. The average set size is 18 ½ "l X 15"w X 8 ½ "d. Each set has plastic binding/ strapping 3/8" wide; two straps horizontally and two straps vertically to prevent accidental opening of the set. The set has a label attached for set delivery, etc.

## ON-LINE PAPER STOCK

On-line paper stock is the paper that is used by Sales Agents in On-Line Terminals and which functions as the bettors official receipt of a bet placed on the central computer system for a future drawing. Currently, the paper stock is provided in "roll" form and each case contains six (6) rolls and two (2) On-Line Printer Ribbons, the complete case weighs approximately 26 lbs total. It is anticipated that approximately 801 cases will be shipped per week to the Sales Agents. The number of rolls per case may vary in the future.

## ON-LINE BETTING SLIPS

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On-line betting slips are the slips of 3-1/4"x7-3/8" paper which customers fill out to select the numbers they wish to play on the On-Line system. Each of the MSLC's nine (9) on-line games has a unique betting slip. Currently, a box of betting slips weighs either 2 lbs., 4lbs. or 12 lbs. It is anticipated that approximately 660 boxes at 2# each, 80 boxes at 4# and 720 boxes at 12#'s each of betting slips will be shipped per week to the Sales Agents. The number of slips per case may vary in the future.

**ON-LINE PRINTER RIBBONS**

On-line printer ribbons are cartridges of ribbon (one pound) that are placed into the on-line terminal that produces the ink necessary to print the on-line tickets. A ribbon may be shipped independently from the On-Line paper stock. This occurs approximately at a rate of 600 packages of one (1) pound each per week. The number of ribbons per week may vary in the future.

**BOX SIZES**

The following are the box sizes used by the MSLC at the present time. This list is likely to change in the future and is not to be considered as complete or final:

5 Book Box	9-1/8"L x 5-7/16"W x 4-3/16"D
10 Book Box	10-1/4"L x 9-1/8"W x 4-1/8"D
15 Book Box	12-1/2"L x 5-3/4"W x 9-1/8"D
20 Book Box	16-1/2"L x 6-1/4"W x 9-1/8"D
30 Book Box	20-7/8"L x 6-3/4"W x 9-1/8"D
40 Book Box	21"L x 8-1/2"W x 9-1/8"D
50 Book Box	24-1/2"L x 8-1/2"W x 9-1/8"D
3,000 pack Betslips	10-7/8"L x 7-1/2"W x 5-3/8"D
1,000 pack Betslips	7-1/2"L x 6-3/4"W x 2-7/8"D
500 pack Betslips	8-1/2"L x 4-1/4"W x 2-3/4"D
Roll Ticket Paper	20-3/4"L x 15-1/8"W x 6-5/8"D
Ribbons	6"L x 4"W x 5"D

**GENERAL OPERATIONAL REQUIREMENTS:**

- 1) The Vendor **MUST** be qualified to do business in the Commonwealth of Massachusetts and that it will take such action as, from time to time, may be necessary to remain so qualified.
- 2) The Vendor **MUST** comply with all Federal, State and local laws applicable to its activities and obligations under this contract.
- 3) The Vendor shall obtain, at its expense, all licenses, permits, insurance, and governmental (Federal, State and local) approvals, if any, necessary to the performance of its obligations under this contract.
- 4) The Vendor may not subcontract or assign any portion of the services provided under this contract without obtaining the prior written approval of the MSLC. The MSLC shall not be responsible for the

fulfillment of the Vendors obligations to subcontractors. It is **DESIRABLE** that the successful Vendor uses their full time staff and does not subcontract or assign any portion of the services.

5) The MSLC may exercise the option of splitting the award to two (2) or more Vendors either as a security provision to guarantee the continuous supply of Instant Tickets and supplies or for general delivery/volume reasons.

6) In the event of loss of any data or records necessary for the performance of this contract where such loss is due to the error or negligence of the Vendor, the Vendor shall be responsible, irrespective of the cost to the Vendor, for recreating such lost data or records within five (5) business days.

**7) There shall be no additional costs associated with variations in estimated shipping quantities.**

8) A delivery penalty provision may be included in the final contract negotiated between the MSLC and the successful Vendor. Such penalty shall be a designated dollar amount per day, per delivery in excess of an agreed upon percentage of the total number of deliveries for that day, which shall be credited to the MSLC for any delay in Vendor quoted and MSLC accepted delivery dates.

**9) Vendor MUST be able to provide GUARANTEE overnight next business day delivery to agents, regardless of particular store locations, throughout the Commonwealth of Massachusetts. Next day delivery services occur by the end of the business day at delivery point. Vendors must state in their response any exceptions to providing the guaranteed next business day delivery to Sales Agents.**

10) Vendor **MUST** have the ability to **GUARANTEE** service for up to 1,500 Sales Agents packages in a normal delivery day and to **GUARANTEE** up to 16,000 packages per day during the introduction of a new instant ticket game(s) with the ability to gradually increase the capability to **GUARANTEE** service for up to 10,000 sales agents per day.

11) Vendor **MUST** have the ability to deliver packages to a specific location in supermarkets, chain stores, shopping malls and other retail outlets as needed and obtain signatures.

12) Vendor **MUST** have a thorough and comprehensive tracking system for all packages handled. This system **MUST** track from receipt of packages at Vendors sorting facility to actual delivery or possible return to MSLC. Said system **MUST** be able to identify lost or misplaced packages within 24 hours. It is **DESIRABLE** to provide as many features and safeguards as possible to enhance the tracking system. **DESCRIBE IN DETAIL THE SYSTEM FEATURES AND SAFEGUARDS.**

13) Vendor **MUST** not have had its license and/or right to operate suspended or terminated in the past two (2) years by any State or Federal court or Governmental Agency.

14) Vendor services **MUST** not have been terminated for cause by another state lottery.

15) In addition to its current delivery commitments, Vendor **MUST** be able to demonstrate the ability to employ sufficient personnel to satisfy the requirements of this RFR. It is **DESIRABLE** that the Vendor describe in detail how they intend to provide sufficient personnel and how their system and the resulting process works.

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16) In addition to its current delivery commitments, Vendor **MUST** be able to demonstrate the ability to have a sufficient number of vehicles to satisfy the requirements of this RFR. It is **DESIRABLE** that the Vendor describe in detail how their fleet of vehicles will satisfy the requirements of this RFR in terms of number of vehicles, timeliness of availability, etc.

17) Vendor **MUST** own or rent a secure warehouse facility with sufficient storage space to store and sort up to 16,000 packages per day in addition to the space dedicated for other packages being sorted for other accounts.

**IMPORTANT: Prior to the award of a contract, the MSLC reserves the right to visit any or all of the responding Vendors facilities to inspect the facilities, storage and/or pallet storage, package handling capabilities, trucks, equipment, systems, etc. in an effort to determine the Vendor's capabilities and any other information which the MSLC deems pertinent to this RFR and will consider such visits and information in evaluating the vendor's bid.**

18) Vendor **MUST** provide, at its own expense, each of its employees with well maintained and appropriate uniforms.

19) Vendor **MUST** provide identification cards containing its employees name and photograph for all its employees servicing the MSLC account.

20) Vendor **MUST** service the MSLC account and its Sales Agents in a professional and courteous manner.

21) Vendor **MUST** provide a minimum of one (1) trailer assigned to the MSLC (warehouses) at all times in order for MSLC personnel to load it for shipment to a Vendors warehouse facility. At times, the Vendor may be called upon to provide multiple trailers to store new game distributions in a Vendor provided secure area for up to one (1) month or at a designated MSLC location. The Vendor **MUST** have access to a minimum of five (5) trailers to do this with a one (1) day notice.

22) Vendor **MUST** assume the responsibility for the contents of trailers from the moment it leaves the MSLC property. The vendor **MUST** fully explain their insurance reimbursement procedures for any loss/damages to MSLC products during transit from the MSLC to a vendor warehouse.

23) Vendor agrees to provide exclusive-use trailers, securely locked for delivery from the MSLC warehouse to the Vendors facility for sorting. These trailers **MUST** carry only Lottery materials and may make no stops in transit from the MSLC warehouse to the Vendors facility. The vendor **MUST** provide the locks/seals to the MSLC on an on-going daily basis throughout the life of this RFR.

24) The Vendor **MUST** provide, at a minimum, a toll free telephone number or collect telephone number with staffed customer service personnel who are familiar with the terms and conditions of the contract. This service **MUST** be available to contact users on business days between 7:00 a.m. and 7:00 p.m. EST. When staffed customer service is not available a contact person(s) and phone number(s) **MUST** be available.

25) The Vendor shall maintain and **MUST** submit a quality assurance program that shall ensure that the quality of shipping service continually satisfies contract requirements, customer assistance is available in accordance with the terms and conditions of the contract, and overall performance is in accordance with the contract. Vendors must submit their Quality Assurance Program with their proposal information. It is **DESIRABLE** that the Vendor detail their Quality Assurance Program and that the program be as comprehensive and complete as possible.



26) The Vendor's customer service personnel shall handle all claims of loss or damage of shipments under the contract. The Vendor **MUST** provide disposition of a claim within fifteen (15) days of notification by the MSLC. Each Vendor **MUST** state in writing details of the loss/damage procedures.

27) **The Vendor MUST meet the delivery commitment on each shipment as specified in this RFR or the shipment shall be at no cost to the MSLC.** The Vendor shall not bill for such service(s) or must issue a credit to the MSLC for the total charges for those shipments that do not meet the delivery commitment. A separate RFR may be released and awarded for an independent audit of the vendors shipments, delivery of all packages guaranteed overnight next business day, zip codes 01001-02790, etc.

**It is DESIRABLE that the Vendor have the ability to electronically notify the MSLC of any package shipment exceptions for invoice crediting purposes.**

28) Delivery shall be complete when the consignee or responsible individual at the delivery location accepts the package and signs for receipt. The Vendor shall, at delivery, obtain the signature of the consignee or responsible individual receiving the shipment, and record the name, date, and time of delivery in their tracking/tracing system. No delivery shall be made to Post Office Boxes.

29) The Vendor shall attempt to correct any obvious destination address errors which do not require extensive research for correction (i.e. zip codes, room numbers) and deliver the shipment within the time requirements as specified in this RFR. The following policies pertain to attempted deliveries:

a) The Vendor shall attempt to deliver a shipment two times. The Vendor shall leave a notice of attempted delivery on each delivery attempt. The Vendor shall contact the consignor for disposition instructions after the second unsuccessful delivery attempt.

b) After the second attempted delivery, costs for disposition will be the responsibility of the successful vendor.

c) For purposes of Vendor performance, the delivery shall be considered accomplished on the date and time of the first attempted delivery to the address on the package or letter.

30) The Vendor shall provide all commercial forms necessary for the successful pick-up, transportation and delivery of all items under this contract.

31) The Vendor shall provide training for the MSLC to explain efficient and effective use of contracted services. The training shall include, at a minimum, the following topics:

- Basic service requirements
- How to fill out service request forms
- Use of the tracking/tracing system
- Use of Automated Shipping Systems

It is **DESIRABLE** that Vendor detail the training program and that the program be as comprehensive and complete as possible.

32) There **MUST** be no charges for any address, zip code changes etc.

33) There **MUST** be no fuel surcharges during the life of this RFR, they must be included in the price per pound on the cost pages, Attachment C.

## DAILY ACTIVITY REQUIREMENTS

### WEEKLY AVERAGES

Based upon the present system, the MSLC sends out an average of approximately 8,816 packages, of which 5,902 of the 8,816 packages shipped per week are Instant Tickets with an average weight of approximately 26 pounds, and 53 of the 8,816 are Pull Tabs with an average weight of 44 pounds per package. The remainder of the 8,816 packages shipped per week are supplies, 80 with an average weight of 4 pounds, 720 with an average weight of 12 pounds, 801 with an average weight of 26 pounds, 660 with an average weight of 2 pounds and 600 with an average weight of 1 pounds.

### EXISTING DELIVERY SYSTEM

A "Host Manifest System" will be used to calculate the individual package shipping charges. The rate schedules are entered into the MSLC computer to generate the shipping manifest and packing lists without weighing any packages. The successful Vendor(s) must provide the MSLC with complete rate schedules as required.

**There MUST be no additional charges for any Vendor responding to this RFR, the total of all cost per pound MUST be included in Attachment C.**

### ORIGIN OF SHIPMENT

The Vendor(s) will be required to pick up packages on a daily basis (Monday - Friday) from it's Braintree warehouse facility. The address of that facility is:

60 Columbian Street  
Braintree, MA 02184

The Vendor will be required to pick up packages on a daily basis (Mon-Fri) from its Canton warehouse, the address of that facility is : 40 Industrial Drive,  
Canton, MA 02021

The MSLC reserves the right to change the location of these facilities or increase the number of facilities during the term of this agreement without incurring additional costs for Vendors' service.

It is **DESIRABLE** that the Vendor be flexible with their days and time of day for these pickups.

### METHOD OF ORDERING AND PACKING

The vast majority of orders for supplies will be placed by Sales Agents via MSLC Sales Representatives who normally call on each sales agent once every two weeks (bi-weekly). Periodically, Sales Agents run short on supplies prior to the two (2) week cycle and must telephone an order into the MSLC. The Sales Representative transmits the order to the MSLC's main computers in Braintree, MA via a hand held data wireless transmitter. That information is compiled daily and forwarded to MSLC personnel at the warehouse facility. MSLC employees at the warehouse facility fill each order and place the orders in boxes (supplied by the MSLC) for delivery.



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Pallets of shrink wrapped boxes will then be loaded on to the Vendors truck(s) (53' non-refrigerated trailer) for shipment to the vendors secure warehouse facility for sorting and subsequent guaranteed delivery to the Sales Agents by the end of the next business day.

The successful Vendor **MUST** have the ability to occasionally supply the MSLC with either 40"x48" or 42"x50" pallets if requested by the MSLC, within three (3) business days of request.

#### DELIVERY

The selected Vendor(s) **MUST** have the ability to deliver tickets and supplies to each Sales Agent at least once every two weeks (bi-weekly); two business days after the Sales Representative places the order. Periodically the Vendor(s) will be required to make deliveries more frequently to Sales Agents who may run short on supplies, Instant tickets or Pull Tabs prior to the expiration of the two week period. These calls are estimated to be less than 30% of all deliveries.

Normally, based on the existing number of Sales Agents and the potential number of Sales Agents, Vendors must have the ability to service approximately 1,500 Sales Agents on any given day.

**Note: The MSLC will not be contractually obligated to have a minimum number of deliveries per day.**

Every four (4) to eight (8) weeks the MSLC introduces at least one (1) new Instant Game. It is required that when this occurs that each Sales Agent shall be supplied the new game(s) tickets on the same day. The minimum number of packages per day would therefore increase to approximately 8,500 to 15,000 for that day with a potential to gradually increase to approximately 16,000 packages per day. The MSLC plans to notify the Vendor(s) of this new game introduction at least three (3) business days in advance so that the Vendor(s) can plan these extra deliveries. The figure of 16,000 packages per day may increase as the Lottery continues to grow.

#### METHOD OF PICKUP FROM MSLC WAREHOUSE

The selected Vendor(s) **MUST** have a trailer available at all times during MSLC working hours for loading by MSLC personnel. Vendor (s) **MUST** also have a second trailer immediately available in the event the first trailer reaches load capacity prior to the end of a business day. Packages loaded on a particular day **MUST** be delivered by the end of business the next day.

Example: All tickets loaded on Vendor truck on Tuesday will be delivered to the Sales Agents by the end of business on Wednesday.

At least once per day (at approximately 2:00PM), more if required, Vendor(s) **MUST** remove its trailer(s) from the Braintree MSLC warehouse (providing an empty replacement trailer(s) in its place) and transport the tickets and supplies to its own warehouse facility for sorting. Once a package leaves either of the MSLC's warehouse facility, the Vendor will be responsible for tracking the package until it reaches its final destination. A second Braintree trailer is occasionally needed at 11:00AM, the approximate 2:00PM trailer is removed as usual and transported to the sort process. At approximately 12:30PM a minimum 46,000 GVW truck with a pull down door must arrive at the Canton MSLC warehouse to be loaded and then transport the packages to its own warehouse facility for sorting and next business day deliveries.

At anytime during the contract period the Executive Director of the MSLC or his/her designee(s) shall have the authority to conduct an unannounced inspection of the Vendors warehouse facility to check for the secure storage and handling of all Lottery products.

### **DELIVERY TO SALES AGENTS**

Vendor(s) **MUST** deliver the pre-packaged tickets and/or supplies to the Sales Agents by the end of business the next day following pick up at the MSLC warehouses Vendor (s) will be required to obtain a printed name and corresponding signature on a manifest form or log from the Sales Agent certifying receipt of the package. Said completed manifest or log will be provided to the MSLC on a weekly basis or at a frequency otherwise agreed upon by the parties.

**Vendor MUST state the percent of packages guaranteed for next day delivery. Vendor will be rated on the percent of guaranteed next day delivery.**

### **ONLINE AUTOMATION**

Vendors **MUST** describe in detail all automated systems in use that would be part of their response to the MSLC. The response must include a description of services offered, any equipment to be used in the implementation of the system and supplies needed to support the automation. The vendor's automated system **MUST** be supplied by the vendor at no cost to the MSLC and **MUST** include at a minimum, but is not limited to the following:

1. The integration of a **vendor supplied** shipping system with the MSLC in-house computer system. The vendor **MUST** provide the MSLC with the most current version of the software and provide upgrades to the shipping system software free of charge during the term of this agreement. Any software expected to be provided by MSLC, for remote troubleshooting for example, **MUST** be indicated in the vendor proposal. Any hardware expected to be provided by the MSLC **MUST** be indicated in the vendor proposal.  
It is **DESIRABLE** that all the hardware be provided by the Vendor.
2. *Shipping label must include fields and formatting as specified by MSLC, such as return address, sequence number and packaging information. (See Attachment R)*
3. Software and hardware necessary to batch process approximately 2,500 packages per day/night and batch process statewide distributions of approximately 15,000 packages approximately every four (4) to eight (8) weeks periodically throughout the year.
  3. a) Within 6 months of bid award, the vendor's software must provide for reprinting partial batches of labels by inputting a "from-to" label range. This software feature is requested to expedite the re-processing of partial batches.
4. The selected vendor **MUST** provide the MSLC with ample supply of shipping labels (4"x6" or 4"x8") for use with shipping system to accommodate bar coding for tracking purposes. The vendor **MUST** supply, at no cost to the MSLC, any additional supplies including labels within 48 hours of a request made by MSLC to a specified address.
5. Vendor **MUST** provide software and hardware training and documentation to MSLC personnel to operate the vendor's shipping system as requested and/or needed by MSLC.
6. Toll free phone software and hardware support **MUST** be available to MSLC 7x24x365. After 2 hours of attempted resolution via phone or remote access, the problem must be escalated and an

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experienced technician **MUST** immediately be dispatched to the MSLC on-site. Explain in detail how the escalation process will work.

7. In the event that equipment **MUST** be serviced or replaced it **MUST** be done so at the expense of the vendor.
8. The vendor **MUST** provide the MSLC with all hardware to support the primary nightly shipping system(1), backup nightly shipping system (1) and statewide new game shipping system at the MSLC Braintree Headquarters (1) and another complete shipping system for the MSLC backup data center (1) in Norwell for a total of 4 systems.
9. A total of 6 thermal printers, (4 in Braintree and 2 for backup data center) that are compatible with shipping system **MUST** be provided to the MSLC.
10. Shipping system features **MUST** include report generation, shipping information, distribution summaries, etc. as required by MSLC for distribution, tracking and billing.
11. Shipping system **MUST** include electronic billing feature via standard internet interface (MSLC Braintree) and standard modem (MSLC Backup Data Center).
12. Tracking system **MUST** include 24 hour online access via standard internet browser such as Netscape or Internet Explorer to delivery status both regularly scheduled and as needed supplied by the vendor. Vendor **MUST** provide at no additional cost, a track/trace system for all shipments from the date and time of pick-up at origin to the date and time of delivery at destination, including all intermediate points. The vendor's tracking/tracing system **MUST** provide the name of the consignee or responsible individual receiving the shipment, or the location where the shipment was delivered. The tracking/tracing system **MUST** utilize either an identification method of the vendor or the eligible contract user. The vendor shall provide toll free telephone service and internet access for tracking/tracing shipment service.
13. Mandatory Sales Review meeting **MUST** be held monthly. The topics to be discussed, but not limited to are as follows:
  - Carrier submission of monthly on time report.
  - Carrier submission of monthly loss/damage report.
  - Review of any operational changes/issues that will affect service.

A timetable for implementation of a new system **MUST** be provided. Vendors are encouraged to detail all electronic systems available to the MSLC. It is **DESIRABLE** that the implementation of any new system be efficient and timely and does not unduly burden MSLC resources.

**Any and all service required to any systems or parts of systems must be offered at no cost to the MSLC.**

**Vendors are encouraged to detail all electronic systems available to the MSLC. Vendor will be RATED on these systems.**

## **INDEMNIFICATION AND BONDING**

### **Indemnification**

- 1) Vendor shall indemnify the MSLC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Vendor or its subcontractors under this contract.
  - 2) The Commonwealth of Massachusetts has no obligation to provide legal counsel or defense to the Vendor or its subcontractors in the event that a suit, claim or action of any character is brought by any person or its subcontractors as a result of or relating to the Vendors obligations under this contract.
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- 3) The MSLC has no obligation for payment of any judgments or the settlement of any claims against the Vendor or its subcontractors as a result of or relating to the Vendors obligations under this contract.
- 4) The Vendor shall immediately notify the MSLC of any claim or suit made or filed against the Vendor or its subcontractors regarding any matter resulting from or relating to the Vendors obligations under the contract, and will cooperate, assist and consult with the MSLC in the defense or investigation of any claim, suit or action made or filed against the Commonwealth of Massachusetts and/or The MSLC as a result of or relating to the Vendors performance under this contract.

### **Bonding Requirements**

- 1) Fidelity Bond - The successful Vendor will be required to maintain, during the life of the contract resulting from this RFR, a fidelity bond in the amount of one million dollars (\$1,000,000) covering any loss to the MSLC due to any fraudulent or dishonest act on the part of the Vendor and any officer, employee, subcontractor, or assignee of the Vendor. Proof of said bond must be submitted to the MSLC prior to contract award.
- 2) Performance Bond - The successful Vendor will be required to submit, at the time of contract execution, a performance bond of two hundred thousand dollars (\$200,000). The bond must be executed by a company authorized to do business in the Commonwealth of Massachusetts and must be approved by the MSLC. The bond shall be maintained in full force for the life of the contract. Proof of said bond must be submitted to the MSLC prior to contract award. The performance bond is forfeited to the Commonwealth of Massachusetts in whole or in part, if the Vendor defaults in the performance of its contractual obligations or if the MSLC incurs damages to the willful or negligent performance of contractual duties.

### **COST PROPOSAL CONSIDERATIONS**

**Vendors are cautioned that numbers stated in this RFR that concern quantities, weights, anticipated volumes, etc., are given for reference only and are approximate in nature. The volumes that are shipped each day are based on Sales Agent orders which vary from day to day based on the particular demand at that point in time.**

**Vendors are encouraged to provide cost incentives/discounts. These incentives/discounts are to be included in a separate sealed envelope with their submittal of Attachment C and Labeled Cost Incentives / Discounts.**

**When completing the cost proposal, Vendors must refer Attachments N through Q for statistical data on the numbers of boxes by weight, by weight by zip code, by area code and by agents per day**

**IMPORTANT**

**There will be a mandatory site visit that any interested Vendor must attend on Tuesday, March 13, 2012 at 10:00AM at the MSLC headquarters, 60 Columbian Street, Braintree, MA 02184. The contact person for this site visit is Gordon Luciano, 781-849-5516.**

## **B. Contract Requirements**

### **1. Vendor Requirements**

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

- a) Vendors **must** have been in a business similar to that described in this RFR for a minimum of three (3) years and have the demonstrated experience and capacity to handle the requirements herein.
- b) Vendor **must** agree to the terms and conditions contained within the Commonwealth Terms and Conditions attached hereto as Attachment A.
- c) Vendor **must** comply with all Federal, State and local rules and regulations as they apply to the work to be performed under this RFR.
- d) Vendor **must** provide a minimum of three (3) references from the past three (3) years for which work has been performed similar in scope and size to that specified in this RFR. (See Attachment F)
- e) Vendor **must** provide, if applicable, a detailed description of 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.

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

## 2. *Written Inquiries*

*Vendors may submit questions concerning this RFR no later than the date and time specified in Section IX A, Procurement Calendar. They may be mailed, emailed, faxed or delivered. The Procurement Management Team will review and consolidate inquiries received before the deadline, prepare written answers. All responses will also be posted on the Commonwealth Procurement Access and Solicitation Site - [www.comm-pass.com](http://www.comm-pass.com). If the vendor has a problem accessing the responses please contact [www.lotteryprocurement@masslottery.com](mailto:www.lotteryprocurement@masslottery.com). The source(s) of the question(s) will not be revealed.*

*All inquiries **must** be made in writing to:*

*Donna M. Walsh  
Massachusetts State Lottery Commission  
60 Columbian Street  
Braintree, MA 02184  
Tel: (781) 849-5674  
Fax #: (781) 849-5579  
[Lotteryprocurement@masslottery.com](mailto:Lotteryprocurement@masslottery.com)*

*This inquiry procedure provides the only means by which a Vendor may request information on the performance, business and procedural requirements of this RFR, including the mandatory Commonwealth Terms and Conditions in Attachment A.*

*Vendors are cautioned that an inquiry should be presented in generic terms and **MUST NOT CONTAIN COST DATA**. The inclusion of cost information in an inquiry may result in the Vendor's disqualification.*

## **Section VIII - Instructions for Submission of Responses**

- 1. Vendors must adhere strictly to the bidding procedures as outlined herein.**

### **IMPORTANT**

**Responses to this RFR or any parts thereof received by the MSLC after the required date and time will be rejected as non-responsive to the RFR. Delivery of responses to any office or location other than the Lottery's Braintree office will NOT constitute receipt by the MSLC. It is the sole responsibility of the respondent to ensure that responses are received at the proper location, prior to the stated deadline, and the receipt properly acknowledged by MSLC personnel.**



**Cost information must appear only as described below in Part 4 - Cost Table Preparation.** Do not include cost information in any other part of the response. Inclusion of cost information in any other part of the response may result in disqualification of the response.

## **2. Bid Preparation**

**Response Format** - All Responses **must** be presented using the same numbering and ordering sequence used in this RFR or as otherwise specified.

The following four (4) parts **must** be submitted for a Vendor's bid to be considered responsive:

### **Part 1 - Vendor Letter of Transmittal**

Part 1 of the Bid response **must** contain a Letter of Transmittal from the Vendor signed by an individual authorized to bind the Vendor contractually. It **must**;

- a. state that the Bid, including the prices in the Cost Table, will remain in effect for a period of 90 calendar days after the Bid Due Date given in the Transmittal Letter or until a Contract is made and approved, or the RFR is terminated, whichever occurs first;
- b. include the name, title, address, telephone and fax numbers and email addresses of one or more individuals who can respond to requests for additional information;
- c. include the name, title, address, telephone and fax numbers and email addresses of one or more individuals who are authorized to negotiate and sign a Contract for the Vendor;
- d. include a statement that the Vendor has read and understands the technical and business specifications of this RFR and agrees that its Bid meets all the technical and business requirements of this RFR (please note that this statement in the transmittal letter will not satisfy the requirements of Section VIII (2)(Part 3)).
- e. state that pursuant to M.G.L. c. 7, s. 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.

### **Part 2 - Response to Contract Terms and Conditions**

**Required Documentation** - All Bidders will be required to complete, execute and return the following documents:

1. All Bidders **must** complete, execute and return the Commonwealth Terms and Conditions (Attachment A) attached to this RFR. If the Bidder has already executed and filed the Commonwealth Terms and Conditions, please indicate this in your Response. The Commonwealth Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once.

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2. All Bidders **must** complete, execute and return the Standard Contract Form (Attachment B) as follows:

- (a) as the cover sheet to their Response. Failure to return a completed and executed Standard Contract Form will disqualify the Bidder's Response, and if necessary,
- (b) upon selection for Contract negotiation and execution.

By executing the Standard Contract Form, the Contractor certifies under the pains and penalties of perjury that it has submitted a Response to a Request for Response (RFR) issued by the MSLC and that this Response is the Contractor's offer as evidenced by the execution by the Contractor's authorized signatory, that the Contractor's Response may be subject to negotiation by the MSLC, and that the terms of the RFR, the Contractor's Response and any negotiated terms shall be deemed accepted by the MSLC and included as part of the Contract upon execution of the Standard Contract Form by the MSLC's authorized signatory.

If you do not have a Vendor Code, leave that portion of the form blank.

3. Vendors **must** complete and sign a copy of Attachment D - "Request for Verification of Taxation Reporting Information" relating to Taxpayer Identification Numbers.

4. The requirements of Attachment E "Tax Compliance Certification Instructions" **must** be submitted with the bid certifying compliance with the laws of The Commonwealth of Massachusetts relating to taxes. This requirement applies to firms that have previously done business in the Commonwealth of Massachusetts. If your firm has not previously conducted business in the Commonwealth of Massachusetts, please state so on your letterhead and submit as part of Attachment E.

5. Pursuant to Executive Order 524, any contract with a potential financial benefit of \$150,000 or more requires a bidder to complete applicable sections of Attachment G, Supplier Diversity Program (SDP) Form and include the required attachments (**Also, include a copy of the SOMWBA Certification letter for each SOMWBA Certified business**) for consideration in the scoring of their submission for any contracting opportunity with the Commonwealth of Massachusetts. The MSLC requires that this form and attachments **must** be submitted, regardless of the dollar value, with each bid. (Refer to General Information and Terms and Conditions, Supplier Diversity Program for further information and requirements)

6. Provide a completed Contractors Authorized Signatory Listing Form, Attachment H if the value of any contract resulting from this RFR is anticipated to exceed \$50,000. **IMPORTANT: For corporations, please read the signature verification/authorization instructions carefully to avoid unnecessary delays in processing contracts.**

7. Bidders **must** complete the Authorization for Electronic Funds Payment Form, Attachment I. All bidders responding to this RFR **must** agree to participate in the Commonwealth Electronic Funds Transfer (EFT) 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 Comptrollers Vendor Web system. EFT applications can be found on OSD forms page ([mass.gov/osd](http://mass.gov/osd)). Additional information about EFT is available on the Vendor Web site ([mass.gov/osc](http://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,

Attachment I, to OSD 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 any 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 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 PMT will consider such requests on a case-by-case basis and communicate the findings with the bidder.

8. Invest in MA Form – Attachment J. All bidders responding to this RFR **must complete** applicable sections of Attachment J, for consideration in the scoring of their submission for any contracting opportunity with the Commonwealth of Massachusetts. (Refer to General Information and Terms and Conditions, Invest in Massachusetts for further information and requirements).

9. Prompt Pay Discount Form – Attachment K. All bidders responding to this RFR **must complete** this attachment and agree **to** participate in the Commonwealth Prompt Pay Discount initiative for receiving early and/or on-time payments. Prompt Pay benefits both Vendor and the Commonwealth. Vendors benefit by increased, usable cash flow as a result of fast and efficient for commodities and services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. Payments that are processed electronically can be tracked and verified through the Comptrollers VendorWeb system.

10. Commonwealth of Massachusetts State Lottery Commission’s Disclosure Statement (Attachment L) **must** be completed with complete and accurate responses. In the event any information changes regarding these responses the MSLC must be notified in writing immediately.

11. Bidders **must** read, complete and sign the Certification of Compliance Concerning Personal Information and Personal Data (Attachment M).

### **Part 3 - Response to Performance and Contract Requirements**

Response format – All Responses must be presented using the same numbering and ordering sequence used in this RFR or as otherwise specified. Responses must follow the Section and Paragraph numbering format of the requirements/specifications portions contained in this RFR when preparing their response in order for responses to be evaluated in an orderly and efficient manner.

**The Bid Response must consist of a complete and detailed response to Section VII, Performance and Contract Requirements. Specifically, Bidders must describe if and how the mandatory and desirable specifications will be met.**

Part 3 of the Bid response **must** consist of a complete response to Section VII of the Performance and Contract Requirements, in particular, paragraph B.1, Vendor Requirements.

## **Part 4 - Cost Table Preparation**

**COST INFORMATION MUST ONLY APPEAR IN THIS SECTION OF THE RESPONSE.**

Part 4 of the Bid response **must** consist of the Vendor's Cost Table.

The Vendors Bid **must** include a fully completed Cost Table showing the applicable rates and charges for all products which will be made a part of the Vendors Contract. Include explanatory materials necessary for a full understanding of the data contained in the Cost Table.

**The Vendor must use the Cost Table provided in Attachment C and shall make no changes, additions or deletions.**

Costs which are not specifically identified in the Bidder's Response, and accepted by the MSLC 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.

The Cost Table of the winning Vendor will be made an integral part of the Vendor's Contract with the Commonwealth, and the Vendor will be held to these terms during the life of the Contract.

The Cost Table (Attachment C) **must** be completed comprehensively. When applicable, insert the expression N/C (No Charge) in the appropriate price column. If there is nothing inserted in a price column, the Procurement Board will assume N/C (No Charge).

**The Cost Table (One Original)  
must be sealed separately in an envelope and submitted with the bid.  
Do not include the Cost Table in the bid or copies.**

### 3. Submission of Bids

One (1) original, eight (8) paper copies and a disk of the bidder's response and attachments must be delivered in the same sealed package no later than the date and time shown in Section IX, A. Procurement Calendar. **The Cost Table must be submitted under separate cover in a separate sealed envelope.** Failure to adhere to this requirement may result in the disqualification of the bid. Responses and attachments received after this deadline date and time will not be evaluated. A facsimile response will not qualify as a "submission" for deadline purposes in advance of or in lieu of a hard copy submission. Responses and attachments should be delivered to

Donna M. Walsh  
Massachusetts State Lottery Commission  
60 Columbian Street  
Braintree, MA 02184

**BIDS MUST BE CLEARLY MARKED -**  
**"BID #LOT 1210"**  
**"Statewide Delivery".**

**IMPORTANT: It is imperative that bids enclosed in "FedEx" or "UPS" type shipping containers 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, it must be received by MSLC personnel prior to the bid due date and time. The MSLC will not be responsible for bid responses not properly marked**

Vendors may submit more than one (1) bid. Each bid **must** be submitted under separate cover and shall be evaluated separately. Mail or personal delivery, hard copies required, sealed responses, no faxed or electronic responses.

**The Cost Table (One Original)**  
**must be sealed separately in an envelope and submitted with the bid.**  
**Do not include the Cost Table in the bid or copies.**

**Section IX - Deadline for Responses and Procurement Calendar**

**All bids must be received no later than the “Response Due Date” date and time. Late bids will not be accepted under any circumstances.**

**A. Procurement Calendar**

**RFR #LOT 1210 Statewide Delivery**

The dates and times for certain critical events relative to this RFR, including the release of this RFR, submission of bids, etc., are as follows:

	<b>Day</b>	<b>Date</b>	<b>Time</b>
Release of RFR	Wednesday	February 29, 2012	
Submission of Written Inquiries	Thursday	March 22, 2012	1:00PM
Response to Written Inquiries (est.)	Tuesday	March 27, 2012	
 (All Responses will be posted Commonwealth Procurement Access and Solicitation Site - <a href="http://www.comm-pass.com">www.comm-pass.com</a> )			
<b>Response Due Date</b>	<b>Tuesday</b>	<b>April 17, 2012</b>	<b>1:00PM</b>
 Oral Presentations	 To Be Determined		

**IMPORTANT**

**There will be a mandatory site visit that any interested Vendor must attend on Tuesday, March 13, 2012 at 10:00AM at the MSLC headquarters, 60 Columbian Street, Braintree, MA 02184. The contact person for this site visit is Gordon Luciano, 781-849-5516.**

## **Section X - Attachments**

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

Attachment B - Standard Contract Form [Five (5) Pages]

Attachment C - Cost Table [One (1) Page]

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 [One (1) Page]

Attachment G – Supplier Diversity Plan (SDP) Form [Two (2) Pages]

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 MA [One (1) Page]

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- Number of Boxes by Weight [Three (3) Pages]

Attachment O-Number of Boxes by Weight by Zip Code [Twelve (12) Page]

Attachment P- Number of Boxes by Weight by Area Code [Two (2) Pages]

Attachment Q- Number of Agents and Boxes by Day [Six (6) Pages]

Attachment R- Shipping Label Information [Two (2) Pages]

Note: Attachments A, B, C, D, E, F, G, H, I, K, L, M, N, O, P, Q and R are available in electronic form at [www.comm-pass.com](http://www.comm-pass.com).