

The Commonwealth of Massachusetts
MASSACHUSETTS STATE LOTTERY COMMISSION

60 Columbian Street

Braintree, MA 02184



Request for Response (RFR)

Document Title: Advertising Services

COMMBUYS Bid Number: BD- 15-1062-LOT-00001-00000003432

MSLC Document Number: RFR LOT #1508

RFR Release Date: April 9, 2015

RFR Response Due Date/Time: Thursday, May 21, 2015 at 5:00 PM

All Bid Responses Must be Submitted via COMMBUYS

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

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1.0 Bid Contract and Submissions

1.1 Bid Introduction - Procurement Scope and General Description

The Massachusetts State Lottery Commission (MSLC) is seeking to enter into a contract to purchase Advertising Services. The MSLC was created in 1971 as a mechanism to generate local aid revenues for the three hundred fifty one (351) cities and towns of the Commonwealth. Since selling its first ticket in 1972, the MSLC has generated over \$100 billion in sales, awarded more than \$69.8 billion in prizes, and returned nearly \$22 billion in net profit to the Commonwealth in unrestricted local aid, and paid over \$5.7 billion in commissions and bonuses to its statewide network of over seven thousand five hundred (7,500) retailers.

The MSLC launched its inaugural offering, a weekly jackpot game called “The Game” on March 22, 1972. In May 1974, Massachusetts revolutionized the U.S. lottery industry when it became the first (1st) state to sell instant tickets as an alternative to weekly jackpot games. Today with three (3) in-state draw games, two (2) multi-state jackpot games, one (1) multi-state draw game, two (2) monitor games and the industry's most robust instant ticket portfolio, the Massachusetts Lottery has grown to be one (1) of the most successful lotteries in the world.

The Opportunity

The MSLC is issuing this Request for Responses (RFR) to obtain proposals from qualified Bidders to provide a range of advertising services that are strategically designed to increase the sale of games and ~~maximize net~~maximize net profit returned to the Commonwealth.

The Successful Bidder will work in partnership with the MSLC staff in the development and execution of an integrated marketing/advertising plan that aims to: generate brand awareness and build excitement for all the MSLC games amongst current and prospective players; assist the MSLC's seven thousand five hundred (7,500) plus retailers in selling more MSLC products through strong and effective retail advertising programs; and, engage audiences to help positively influence public attitudes and perceptions of the MSLC.

The Successful Bidder shall be required to perform services as specified in this RFR and shall fully understand the MSLC's history and background, and support its vision, mission, core values, and goals.

The Successful Bidder must be able to perform the functions of a full-service advertising agency, including, but not limited to: branding, creative concepting, production, planning, buying, and placement of broadcast, digital, print and out-of-home advertising, as well as the development, and activation of social media based advertising and promotions. The MSLC prints most point of sale (POS) materials in-house utilizing the capabilities of a Xerox 1000.

The MSLC needs a highly-creative advertising partner to elevate its overall brand, and to support new game launches by developing innovative campaigns, and initiatives that serve to engage new, existing, and lapsed players.

The Challenge

The MSLC continues to aggressively pursue its mission of generating local aid revenues available to the cities and towns of Massachusetts. In FY14, the MSLC generated a record-high \$4,863 billion in sales and returned \$974.5 million in net profit to the Commonwealth, \$920.2 million of which went directly back to cities and towns. Adjustments to the existing game offerings, the introduction of new games, and strategic marketing initiatives undertaken at the MSLC have set the organization on pace for another banner performance in FY15. As the MSLC marks its ~~44th year~~ 44th year of operation, it is necessary to refresh the organization's image in the eyes of the playing public, demonstrating to existing, lapsed, and new audiences that Massachusetts Lottery games are exciting, innovative, and a lucrative source of entertainment.

Given the increased competition that the MSLC expects to face from other entertainment and in state gaming entities including the slot facility and two (2) licensed casinos opening in Massachusetts over the course of the next several years. In vying for residents' disposable income dollars, it is imperative that the Lottery utilize creative solutions to broaden its player base. The Lottery will seek to attract new/younger audiences, to effectively market products to remain top-of-mind with consumers, and to maintain relevancy in an already crowded, and evolving retail marketplace.

Advertising Sensitivity

Advertising should be consistent with the MSLC's core values, mission, and vision. The following stipulations apply to all Massachusetts Lottery advertising concepts and campaigns:

- Advertising should not unduly influence.
- Advertising should not over promise.
- Advertising should not show a change of lifestyle.
- Advertising should not present, directly or indirectly, any Lottery game as a potential means of relieving any person's financial or personal difficulty.
- Advertising should not display guns, alcohol, tobacco, improper attire or imply lewd or indecent language, images or actions.

- Advertising should not portray product abuse, excessive play or preoccupation with gambling.
- Advertising should not specifically target with the intent to exploit a person or specific group or economic class.
- Advertising should not create the perception that the MSLC has control over where winning tickets are sold and/or purchased.
- All Advertising **must** include the following language: Help is available at the Massachusetts Council on Compulsive Gambling telephone number (#) 1-800-426-1234 and You Must Be 18 Years Or Older To Play The Lottery.

1.2 Applicable Procurement Law

The Bid is issued under the following law(s): MGL c.7 §22, c 30 §51, §52; and 801 CMR 21.00.

1.3 Number of Awards

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

1.4 Adding Contractors after Initial Contract Award

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

1.5 Eligible Entities

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

1.6 Acquisition Method

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

1.7 Performance/Payment Timeframes that continue Beyond Contract Duration

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

excepting any options and/or extensions thereto as may be exercised at the sole discretion of MSLC.

1.8 Contract Duration

The expected duration of this Contract is as follows:

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

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

Total Contract Duration: initial term is three (3) years. MSLC will have sole discretion to exercise two (2) one (1) year options. Total contract duration with options is five (5) years.

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

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

1.9 Estimated Value of the Contract

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

If, due to unforeseen circumstances, the scope of services is substantially changed or modified, the MSLC maintains the right to amend the contract to increase or decrease the maximum obligation in order to obtain the best value. The Successful Bidder 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.

2.0 Calendar, Timeline and Process

2.1 SST/PMT Estimated Procurement Calendar

EVENT	DATE
Bid Release Date	April 9, 2015
Deadline for Submission of Questions through COMMBUYS (“Bid Q&A”)	Wednesday, April 22, 2015 at 1:00 p.m.
Official Answers/Response for Bid Q&A published (estimated).	Monday, April 27, 2015
Bidders to submit second round of Written Inquiries	Monday, May 4, 2015 at 1:00 p.m.
Response to second round of Written Inquiries published (estimated)	Monday, May 11, 2015
Deadline for Quote/Response /Bid Responses (“Bid Opening Date/Time”) in COMMBUYS	Thursday, May 21, 2015 at 5:00 p.m.
Oral Presentations/Product Demonstrations for Successful Bidder(s) (estimated).	Bidders will be notified individually and be given at least one (1) week notice if Oral Presentations are required.
Notification of Apparent Successful Bidder(s) (estimated).	August/September 2015 (estimated).
Estimated Contract Start Date.	August/September 2015 (estimated).

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

2.2 Evaluation Process and Criteria (Components)

The evaluation process and criterion are designed to select Bid Quote/Response that offer the best value to the MSLC. Only responsive proposals that meet all mandatory requirements, as

outlined in this RFR, will be evaluated, scored and qualified by the SST/PMT. The following process will be followed to review the criteria and specifications set forth in this RFR:

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

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

2.3 Mandatory Requirements

Mandatory specifications must be met in order for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have **desirable** components to them that may be evaluated by the SST/PMT. The SST/PMT reserves the right, in its discretion, to determine if non-compliance with a **mandatory** specification is insignificant or can be easily corrected.

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

2.4 Highly Desirable and Desirable Specifications

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

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

2.5 Alternatives

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

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

2.6 Cost Table

The Cost Table (see Attachment C) must be fully completed. The Cost Table must be submitted to COMMBUYS as a separate file and clearly name it “Cost Table – Attachment C Advertising Services - COMMBUYS Bid Number: BD- 15-1062-LOT-00001-00000003432, MSLC Document Number: RFR LOT #1508”. Compensation will be based solely on the Cost Table supplied by the Bidder and accepted by the SST/PMT. The Cost Tables must contain all goods and services to be provided on this contract.

Please note: Do not put any cost related information in the main portion of the Quote/Response. All cost related information, either direct, or that can be derived, must only be in the cost proposal portion of the Quote/Response. Inclusion of cost related information in the main portion of the Quote/Response will result in the disqualification of the Quote/Response.

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

2.7 Costing Alternatives

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

2.8 Oral Presentations/Product Demonstrations

Successful Bidders who are asked to participate in Oral Presentations/Product Demonstrations will be expected to prioritize this in their schedules. The SST/PMT will make every effort to find a mutually convenient time for the Bidder and the SST/PMT. However, failure to appear at the scheduled time of the presentation/demonstration may result in disqualification, reduction of points or other action that the SST/PMT deems appropriate (see Section 8.1 for details).

2.9 Best Value

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

The SST/PMT may select the Quote/Response that demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the MSLC. The SST/PMT and a Successful Bidder, or a Bidder, may negotiate a change in any element of contract performance or cost identified in the original RFR or the Successful Bidder's Quote/Response which results in lower costs or a more cost effective or better value than was presented in the Successful Bidder's original Quote/Response.

2.10 Electronic Quote/Response Requirement for Bids

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

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

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

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

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

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

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

All Bidders submitting a Quote/Response in response to this Bid (previously referred to as Solicitation) agree that, if awarded a contract (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) they understand and acknowledge

that all references to the Comm-PASS website, or related requirements throughout this RFR, shall be superseded by comparable requirements pertaining to the COMMBUYS website; and (5) in the event the Commonwealth adopts an alternate market center system, they will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

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

2.11 Written Questions via the Bid Q&A on COMMBUYS

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers from the SST/PMT regarding this Bid. All Bidders’ questions must be submitted through the Bid Q&A found on COMMBUYS (see below for instructions). Questions may be asked only prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The MSLC reserves the right not to respond to questions submitted after this date. It is the Bidder’s responsibility to verify receipt of questions. Upon any submission to COMMBUYS, the MSLC requires that all Bidders send an email to lotteryprocurement@masslottery.com confirming their submission. The email shall read as follows: “This email is to confirm that [Bidder Name] has submitted a response [or question] for RFR #1508 through COMMBUYS.” MSLC staff will confirm receipt of Bidders’ emails

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

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

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

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

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

2.12 Amendment Deadline

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

3.0 Bidders Qualifications and Requirements

3.1 Company Certifications and Affiliations

The Bidder must provide the following information:

- A. Company affiliations, including but not limited to partnerships, subsidiaries, and joint ventures, if any;
- B. Certification, trade associations, and professional affiliations associated with the company, and key individuals within the company, if any;
- C. Statutory, certification and license requirements, if any;
- D. Brief overview of business entity;
- E. Business entity experience, including but not limited to gaming and lotteries;
- F. Years in business and years associated with gaming and lotteries;
- G. Organizational chart of business entity;

- H. List any and all current, pending and past matters relating to bankruptcy, litigation and contract defaults;
- I. Most current audited annual financial statements (audited, if available) from the last three (3) complete years;
- J. Gross annual revenue for most recently completed fiscal year (FY).

3.2 References and Reference Information and/or Requirements

Bidders must complete the Business Reference Form (Attachment F) as directed. Bidders must provide all requested information on this form for three (3) business references. In completing this form, note that the “Bidder” is the name of the firm submitting a Quote/Response in response to this RFR and the “RFR Name/Title” and the “Agency Document Number” can be found on the cover of this RFR document, and in the Short Description field in the Header Information of the Bid record in COMMBUYS.

Please note: “Reference Name” is the name of the organization (if not applicable, then name of the individual) that is providing the reference; “Contact” is the name of the individual inside the organization that will provide the reference; and the “Address,” “Phone Number” and “Fax/Internet Address” are those of the “Contact” so that the SST/PMT may be able to reach them. The Bidder must provide the following information:

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

3.3 Prohibitions

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

In addition to the certifications found in the Commonwealth’s Standard Contract Form, by submitting a Quote/Response, the Bidder certifies that the Quote/Response has been arrived at independently and has been submitted without any communication, collaboration, agreement,

understanding and/or planned common course or action with any other Bidder of the commodities and/or services described in this RFR.

3.4 Reporting

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

3.5 Security and Confidentiality

The Successful Bidders must comply with any and all state and federal statutory and regulatory requirements in connection with the transmittal of personally identifying information (PII) or information which may be used to identify individuals including but not limited to email and IP addresses. The Successful Bidder shall comply fully with all security procedures, data security and privacy requirements herein this Contract and of the Commonwealth and Commonwealth Agencies in performance of the contract. The Successful Bidder shall not divulge to third (3rd) parties any confidential information obtained by the Successful Bidder or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, personally identifiable information, or commercial proprietary information in the possession of the Commonwealth Agency.

3.6 Audit

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

3.7 Samples

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

3.8 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.

3.9 Required Submissions

- A. Bidders must provide a detailed narrative description of the work.
- B. Bidders must identify the specific individual(s) who will coordinate and perform the services to the MSLC and include a detailed resume of each individual's educational and professional background, experience, and accomplishments.
- C. The Successful Bidder shall commit to providing a team and a team leader for the MSLC. If the Team Leader(s) are re-assigned or no longer assigned to the MSLC account, the Bidder shall fill the vacant position with an individual who has comparable or better experience and training. That replacement shall be made subject to MSLC's approval.
- D. Bidders must provide a summary description of the Bidders' firm (entity) including but not limited to the structure (proprietorship, partnership, corporation, etc.), principals of the entity, number of employees, locations, etc. Also, provide a description of the resources available to the entity to assist in performing the work required in this RFR, such as computer resources and proper records retention.
- E. Bidders must, if applicable, list and describe all litigation (including outcome) for the last five (5) years that relates to any action taken by a private, state or federal actor against the Bidder as a whole or an employee(s) specifically, which emanates from the improper conduct of any employee(s)/former employee(s) during their term of employment with the Bidders, including but not be limited to, actions of perjury, bribery, corruption, conflict of interest, larceny, environmental violation, and other civil and/or criminal actions that would be contrary to the accepted conduct of a Successful Bidder working in partnership with a State Agency.
- F. The Successful Bidder must continue to provide any such new information, including but not limited to notices of bankruptcy, litigation, and contract defaults, during the life of the contract period. The Successful Bidder must also include: last bankruptcy, current/pending litigation, and any defaults on contracts.
- G. Bidders must provide Financial Statements (audited, if available) from the last three (3) most recent complete years.
- H. Bidders must submit the Cost Table via a separate file in COMMBUYS and clearly name it: "Cost Table – Attachment C -. Advertising Services - COMMBUYS Bid Number: BD- 15-1062-LOT-00001-00000003432, MSLC Document Number: RFR LOT #1508.

Please note: All cost related information, either direct, or that can be derived, must only be in the cost proposal portion of the Quote/Response.

- I. Bidders must describe the format they intend to use to invoice the MSLC. The invoices must provide the MSLC with easily understood information to be able to properly and completely monitor project status relative to payments. This must include, and is not limited to: the MSLC Reference Number, Contract Number, dates of service, a unique Invoice Number, and specific tasks. Electronic submission of invoices is acceptable to the MSLC's Finance Accounts Payable Division upon request of the format.

3.10 Executive Order 515, Establishing an Environmental Purchasing Policy

Products and services purchased by state agencies must be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products (EPP) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program; the order **can** be seen at www.mass.gov/epp.

4.0 Contract Requirements, Liability, and Indemnification

4.1 Contract Requirements

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

- A. The Bidder must agree to the terms and conditions contained within the Commonwealth Terms and Conditions attached hereto as Attachment A and the Standard Contract Form Attached hereto as Attachment B.
- B. The Bidder must comply with all Federal, State, and local rules and regulations as they apply to the work to be performed under this RFR.
- C. The Bidder must have three (3) years of demonstrable and relevant experience in a business or similar to that which is described in this RFR with the capacity to accommodate all the needs contained in this RFR.
- D. The Bidder must provide the retained clients retention rate for the last three (3) years.
- E. The Bidder must provide a minimum of three (3) references for which work has been performed, preferably similar in scope and size to that specified in this RFR within the prior three (3) years of the date of this RFR (see Attachment F).

- F. The Bidder must include a statement acknowledging that all technical and business requirements are understood and shall be complied with by the Bidder in performing the service(s) being sought by the MSLC.
- G. The Bidder must state that pursuant to M.G.L. c. 7, § 22 (20) the undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. The word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- H. The MSLC will own all right, title and interest in all data that is related to the services provided by this contract. The Bidder shall not access any MSLC data except (1) in the course of data center operations, (2) in response to service or technical issues, or (3) as required by the express terms of this contract. All data obtained by the Bidder in performance of this contract shall become and remain the property of the MSLC. All data shall be returned and/or destroyed, at the discretion of the MSLC at the end of the term of this agreement. Providers are prohibited from using the data for any purpose not intended or authorized. This includes copying, disclosing or otherwise using the data or any information collected for purposes not required as part of the services pursuant to the contract or authorized by the MSLC. The Bidder shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against unauthorized access, disclosure, or theft of data and or access to data. Such measures shall be in accordance with recognized industry practice and not less stringent than the measures the Bidder applies to its own data. The Bidder shall not use any information collected in connection with the service issued from this RFR for any purpose other than fulfilling the service.
- I. Determinations and/or requirements for and as to all intellectual property and/or proprietary information, including but not limited to copyright, licensing agreements, and processes, and the use thereof existing, shall be made in consultation and review with the Bidder for the best means of protecting the MSLC’s property, and information while accomplishing the MSLC purposes as stated herein.
- J. The MSLC reserves the right to obtain, from sources other than the Bidder, information concerning the Bidder, the Bidder’s capabilities and the Bidder’s performance under other contracts which the MSLC deems pertinent to this RFR and to consider such information in evaluating the Bidder’s bid.

4.2 Limitation of Liability and Indemnification

Bidder agrees to and shall comply with the following provisions:

- A. The MSLC shall not be liable to Bidder under any theory of liability for any direct, indirect, incidental, special consequential or exemplary damages that may be incurred including loss of data, whether or not the MSLC should have been advised or should have been aware of the possibilities of any such losses arising.

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

4.3 Alterations

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

4.4 Ownership of Submitted Quote/Response

The SST/PMT shall be under no obligation to return any Quote/Response or materials submitted by a Bidder in response to this RFR. All materials submitted by Bidders become the property of the MSLC and will not be returned to the Bidder. The MSLC reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's Quote/Response, whether or not the Quote/Response is selected for contract award.

Quote/Response stored on COMMBUYS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via COMMBUYS, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy on a

separate computer or network drive or separate media, such as a Universal Serial Bus [USB] or flash drive, as a backup.

4.5 Commonwealth Tax Exemption

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

4.6 Bidder's Contact Information

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

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

4.7 Publicity

Any Successful Bidder awarded a contract under this RFR is prohibited from selling or distributing any information collected or derived from the contract.

4.8 News Releases

The Successful Bidder shall not issue any news releases, advertising, social media or promotional materials pertaining to the performance of the contract without prior written approval by the Executive Director of the MSLC.

4.9 Other Required Specifications and Limitations

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

Successful Bidders, upon notification of contract award, will be required to enroll in EFT as a Contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to the MSLC for review, approval, and forwarding to the Office of the Comptroller.

If the Bidder is already enrolled in the program, it may so indicate in its Response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the SST/PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its Response. The SST/PMT will communicate the findings with the Bidder.

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

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

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

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

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

G. Supplier Diversity Program (SDP). Massachusetts Executive Order 524 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Supplier Diversity Program in Public Contracting. M/WBEs are strongly encouraged to submit Responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. Similarly, Executive Order 546 established the Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)

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Program to encourage the participation of businesses owned and controlled by service-disabled veterans in all areas of state procurement and contracting, thereby including them in the SDP. All Bidders must follow the requirements set forth in the SDP section of this RFR, which will detail the specific requirements relating to the prime vendor's inclusion of M/WBEs and/or SDVOBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs and/or SDVOBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage Bidder's participation of SDP objectives, the Supplier Diversity Program (SDP) Plan for large procurements greater than one hundred fifty thousand dollars (\$150,000.) will be evaluated at 10% or more of the total evaluation. Once an SDP commitment, expressed as a percentage of contract revenues, is approved, the agency will then monitor the contractor's performance, and use actual expenditures with Supplier Diversity Office (SDO) certified M/WBE contractors and the Center for Veterans Enterprise certified SDVOBEs to fulfill their own SDP expenditure benchmarks. M/WBE and SDVOBE participation must be incorporated into and monitored for all types of procurements regardless of size; however, submission of an SDP Plan is mandated only for large procurements over one hundred fifty thousand dollars (\$150,000).

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

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

SDP Resources

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

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

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

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

5.0 Attachments, Payments, Changes and Financial Statements

The Bidder must agree and comply with the following:

5.1 Mandatory Attachments and Enclosures

The Bidder must submit a Letter of Transmittal/Cover signed by an individual authorized to bind the Bidder contractually and it must: state that the proposal, including the prices in the Cost Table Attachment C will remain in effect for a period of one hundred twenty (120) calendar days after the Proposal Due Date. Include the name, title, address, and telephone number of one or more individuals who can respond to requests for additional information; include the name, title, address, email, and telephone number of one or more individuals who are authorized to negotiate and sign a Contract for the Bidder. Include a statement that the Bidder has read and understands the technical and business specifications of this RFR, and agrees that its proposal meets all the technical and business requirements of this RFR.

5.2 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 will be made to Bidders. Payment will be made forty-five (45) days after acceptance and following receipt of invoice.

5.3 Contract Manager

The Successful Bidder must assign (a) Contract Manager(s) which the MSLC may contact regarding the service performance during the contract term. The MSLC, at its sole discretion,

reserves the right to require this individual(s) be replaced if it finds that the individual(s) is not responsive or compatible.

5.4 Change in Financial Condition

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

5.5 Business Profile/Financial Condition

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

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

5.6 Rejection of Bids

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

- A. The Bid fails to adhere to one or more of the provisions established in this RFR;
- B. The Bidder fails to submit its bid at the time or in the format specified herein, or to supply the minimum information requested herein;
- C. The Bid fails to meet unconditionally all of the mandatory performance and business specifications of this RFR;
- D. The Bidder 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. The Bidder fails to submit its bid, to the required address, before or on the deadline date established by the Procurement Calendar;
- F. The Bidder materially misrepresents its services or provides demonstrably false information in its bid; or;

- G. The Bidder fails to submit costs on the Cost Table (Attachment C), or to guarantee the costs for one hundred twenty (120) days;
- H. The Bidder refuses to provide clarification, if requested by the SST/PMT;
- I. The Bidder fails to sign a Contract within fifteen (15) business days of receipt of the Contract for signing.

6.0 Instructions for Execution and Submission of Commonwealth Standard Forms

The purpose of this section is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents required) and how they must be executed and submitted.

Please note: *These instructions are meant to supplement the Instructions found on each of these forms. It is advisable to print this document first (1st) so that it may be referenced when filling out these forms.*

6.1 Commonwealth Terms and Conditions - Attachment A

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

6.2 Commonwealth Standard Contract Form - Attachment B

Attachment B is to be submitted on paper with original blue ink signature, and date, (see Attachment B). By executing this document, the Successful Bidder certifies, under the pains and penalties of perjury, that it has submitted a Quote/Response to this RFR that is the Bidder's offer

as evidenced by the execution of its authorized signatory, and that the Bidder's Quote/Response may be subject to negotiation by the SST/PMT. In addition, the terms of this RFR, the Bidder's Quote/Response, and any negotiated terms shall be deemed accepted by the MSLC and included as part of the contract upon execution of this document by the MSLC. If the Bidder does not have a Vendor Code beginning with "VC," or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank.

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

6.3 Cost Table - Attachment C

Attachment C must be fully completed (see Section 2.6 above). This response section must be submitted in a separate document from the prior response pages. If submitted electronically submit as a separate attachment. If submitted physically, submit in a separate sealed envelope.

Instructions:

- All figures are to be expressed in actual \$US dollars (e.g., do not use \$K, \$M and do not include fractional dollars).
- Any assumptions, caveats or other bounds or limitations on the pricing submitted are to be explicitly stated in the separately submitted cost proposal only. Any inclusion of pricing or pricing related limitations in the questionnaires or technical response may result in disqualification.

Please note: All cost related information, either direct, or that can be derived, must only be in the cost proposal portion of the Quote/Response.

6.4 Request for Taxpayer Identification Number & Certification - Attachment D (MA Substitute W9 Form)

Attachment D is to be submitted on paper with original blue ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed. If a Bidder has already submitted a Request for Taxpayer Identification and Certification Number (MA Substitute W9 Form) and has received a valid Massachusetts Vendor Code, an original W-9 form is not required. A copy of the form as filed may be included in place of an original. If the Bidder's name, address or Tax ID number have changed since the MA Substitute W9 Form was executed, a new MA Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments under a State contract will be sent. The firm's correct legal name and legal address must appear on this form, and must be identical to the legal

name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S Treasury's version of the W9 Form (see Attachment D).

6.5 Tax Compliance Certificate - Attachment E

The Bidder must demonstrate that it is in compliance with all Federal and Commonwealth tax laws (regardless of corporate locations) including M.G.L. chapter 62C, Section 49A. The Bidder must submit an original or photocopy of a Certificate of Tax Compliance in Good Standing, which has been issued by the Commonwealth of Massachusetts Department of Revenue (MA DOR) within the past year. This Certificate may be obtained by submitting a request to:

Taxpayer Services Division, Certificate Unit
Department of Revenue
PO Box 7066
Boston, Massachusetts 02204
(617) 887-6550

The application must list the tax types for which the business is liable, including such items as: meals, room occupancy, sales, use, withholding, corporate income, and others as applicable. The issuance of the certificate normally takes several weeks and, as such, Bidders should indicate that their request for a certificate is sought in connection with a Commonwealth solicitation (with a deadline). If the Bidder does not submit the requested tax certificate with the Quote/Response, the Bidder must submit documentation evidencing that the appropriate application has been filed. Evidence includes: facsimile transmittal, mailing receipt, receipt-stamped application, etc. The Certificate must be issued and provided to the MSLC prior to the final execution of the Standard Contract Form (see Attachment B).

Simplified Instructions/Clarifications:

A proper response to this requirement entails one of the following two (2) submission requirements:

If your firm DOES NOT HAVE A CURRENT (within the past year) Massachusetts Compliance Certificate:

If requested via FAX you must provide two (2) items: A copy of the filled in request form that was sent to MA DOR. If this method is used, you simply need to print a copy of the request confirmation and insert an image or hardcopy in this response template (Attachment P). A copy of the transmission request. Make sure you retain a copy of the fax transmittal confirmation receipt and provide an image or Photocopy of the proof of transmittal along with a copy of the original form faxed.

If you requested via the MA DOR Website at <https://wfb.dor.state.ma.us/webfile/certificate/Public/Webforms/Welcome.aspx> you only need to provide a screenshot or copy of the request confirmation showing the request number.

If your firm DOES HAVE A CURRENT (within the past year) Massachusetts Compliance Certificate, which is has a date of certificate no more than one (1) year from your submission date of this proposal, then provide a copy of the certificate.

Do not provide a copy of the Secretary of State form from Massachusetts or your state of incorporation certifying that you are a registered corporation in your state or in Massachusetts. The form required is a Tax Compliance form that can only come from the Commonwealth of Massachusetts' Department of Revenue. Even if you are not a registered tax-paying corporation in Massachusetts, MA DOR will still supply a Tax Compliance certificate upon request.

6.6 Business Reference Form - Attachment F

Download this form and complete as directed; include with submission. Ink signature is not required, (see Attachment F). Bidders must provide all requested information on this form for three (3) business references. In completing this form, note that the "Bidder" is the name of the firm submitting a Quote/Response in response to this RFR and the "RFR Name/Title" and the "Agency Document Number" can be found on the cover of the RFR document and in the Short Description field in the Header Information of the Bid record in COMMBUYS.

Please note: *"Reference Name" is the name of the organization (if not applicable, then name of the individual) that is providing the reference; "Contact" is the name of the individual inside the organization that will provide the reference; and the "Address," "Phone Number," and "Fax/Internet Address" are those of the "Contact" so that the SST/PMT may be able to reach them.*

6.7 Supplier Diversity Program - Attachment G

Firms are required to fill in and submit this form SDP Plan Form #1 – SDP Plan Commitment even if they choose not to participate in the program. If a firms does not wish to participate they should fill in Part I of the form and only sign the form. Firms are welcome to cross out the other Parts of the form to make it clear that they are not participating. Firms are not obligated to participate in this program.

Provide this form (page 1 only) along with your Quote/Response in this section. A certified Bidder may not list itself as being a Supplier Diversity Program Partner to its own Firm. This form is NOT the same as the SDO certification of the firm's Firm.

6.8 Contractor Authorized Signatory Listing - Attachment H

Attachment H is to be submitted on paper with original blue ink signature and date, (see Attachment H). In the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Firm. Bidders are advised to keep this list as small as possible, as

they will be required to notify the MSLC's Contract Manager of any changes. If the person signing in the signature block on the bottom of the first (1st) page of this form will also serve as an "Authorized Signatory," that person's name must be included in the typed table. With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer (CFO), Corporate Clerk or Legal Counsel for the Contractor," if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph. The signature and date should be in blue ink. The title, telephone, fax, and email should be typed or handwritten legibly.

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

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

6.9 Authorization - Electronic Funds Transfer (EFT) Payments - Attachment I

Attachment I is to be submitted on paper with original blue ink signature and date, (see Attachment I). This form must be filled in fully. All Bidders responding to this RFR must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program. Successful Bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing, and submitting the Authorization for Electronic Funds Payment Form to the MSLC for review, approval, and forwarding to the Office of the Comptroller. If the Bidder is already enrolled in the program, it may so indicate in its Quote/Response. Because the Authorization for Electronic Funds Payment Form contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

6.10 Invest in Massachusetts Data Form (MA Data Form) - Attachment J1/J2

Download these forms and complete as directed; include with submission. Ink signature is not required. Bidders must execute and submit an Invest in Massachusetts Data Form (IMD form). 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.

6.11 Prompt Payment Discount Form - Attachment K

Download this form and complete as directed; include with submission. Ink signature is not required, (see Attachment K). Pursuant to the Prompt Payment Discount (PPD) terms set forth in this RFR Required Specifications for contracts and on the Prompt Payment Discount Form (Attachment K) itself, all Bidders must execute this form. After entering the “Bidder Name” and “Date of Offer for Prompt/Early Payment Discount”, the Bidder must identify the PPDs terms by indicating the “Percentage” (%). “Discount off of the Proposed Pricing” and the “Turn-around-time for Payments.” In the event of a hardship that prevents the Bidder from offering a PPD, the Bidder must document this fact, and provide supporting information. If awarded a contract, the final negotiated prompt payment discounts should be reflected on the Commonwealth Standard Contract Form (see Attachment B).

6.12 Commonwealth of MSLC’s Disclosure Statement - Attachment L

Download this form and complete as directed; include with submission. Ink signature is required. Bidders must execute and complete with accurate responses. In the event any information changes regarding these responses, the MSLC must be notified via email to the Contract Manager in (writing) immediately (see Attachment L – Commonwealth of Massachusetts State Lottery Commission’s Disclosure Statement).

6.13 Certification of Compliance Concerning Personal Information & Personal Data Form - Attachment M

Download this form and complete as directed; include with submission. Ink signature is required. Bidders must read, complete, and sign the Certification of Compliance Concerning Personal Information and Personal Data (see Attachment M).

6.14 Certificate of Compliance Concerning Conflicts of Interest - Attachment N

Download this form and complete as directed; include with submission. Ink signature is not required. Bidders must read, complete, and sign the Certification of Compliance Concerning Conflicts of Interest (see Attachment N).

6.15 Additional Environmentally Preferable Products/Practices - Attachment O

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

6.16 Request for Response (RFR) - Attachments/Forms

It shall be the Bidder’s responsibility to read all the RFR documents, review all referenced attachments, and comply with all requirements. Bidders are responsible for reviewing

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

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

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

8. Attachment H – Contractor Authorized Signatory Listing [Two (2) Pages]. Required for Contracts anticipated to exceed fifty thousand dollars (\$50,000), or as required by this RFR.
9. Attachment I – Authorization for Electronic Funds Transfer (EFT) Payments [One (1) Page].
10. Attachment J1 and Attachment J2 – Invest in Massachusetts Data Form [Two (2) Pages].

11. Attachment K – Prompt Pay Discount Form [One (1) Page].
12. Attachment L – Commonwealth of MSLC’s Disclosure Statement [Three (3) Pages].
13. Attachment M – Certification of Compliance Concerning Personal Information and Personal Data Form [One (1) Page].
14. Attachment N – Certificate of Compliance Concerning Conflicts of Interest [One (1) Page].
15. Attachment O - Additional Environmentally Preferable Products/Practices [Two (2) Pages].
16. Attachment P – Response Template for MSLC Advertising Services RFR 1508 [Twenty five (25) Pages].

Please note: Attachments A, B, C, D, E, F, G, H, I, J1 & J2, K, L M, N, O, and P are available in electronic form at www.COMMBUYS.com

6.17 COMMBUYS

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

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

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

Quotes/Responses are due no later than Thursday, May 21, 2015 at 5:00 p.m. and must be submitted to COMMBUYS (COMMBUYS@state.ma.us) as directed. In addition to the required official submissions in COMMBUYS the Bidder must also submit the Quote/Response one (1) original, fourteen (14) paper copies, and fourteen (14) removable media (USB stick/flash drive) excluding the Cost Table (Attachment C) clearly name it “BID: Advertising Services – [Bidder’s Name] -COMMBUYS Bid Number: BD- 15-1062-LOT-00001-00000003432, MSLC Document Number: RFR LOT #1508. The Bidder’s Quote/Response and all attachments* must be delivered in the same sealed package no later than the date and time shown on the Procurement Calendar.

The Cost Table - (Attachment C*) must be submitted separately in a separate sealed envelope and clearly name it “Cost Table - Attachment C - BID: Advertising Services – [Bidder’s Name] - COMMBUYS Bid Number: BD- 15-1062-LOT-00001-00000003432, MSLC Document Number: RFR LOT #1508” with one (1) separate removable media format included only.

Do not put any cost related information in the main portion of the Quote/Response. All cost related information, either direct, or that can be derived, must only be in the cost proposal portion of the response. Failure to adhere to these requirements may result in the disqualification of the Bid. Quote/Response and attachments received after this deadline will not be evaluated. A facsimile Quote/Response will not qualify as a “submission” for deadline purposes in advance of or in lieu of a hard copy submission. The MSLC requires mail or personal delivery, hard copies, sealed Quote/Response, no faxed or electronic responses other than COMMBUYS.

Quote/Response and all attachments must be delivered to:

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

Bids must be clearly marked “Bid: Advertising Services – [Bidder’s Name] - COMMBUYS Bid Number: BD- 15-1062-LOT-00001-00000003432, MSLC Document Number: RFR LOT #1508”.

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

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

Upon any submission to COMMBUYS, the MSLC requires that all Bidders send an email to lotteryprocurement@masslottery.com confirming their submission. The email shall read as follows: “This email is to confirm that [Bidder Name] has submitted a response [or question] for RFR #1508 through COMMBUYS.” MSLC staff will confirm receipt of Bidders’ emails.

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

6.20 Glossary

In addition to the definitions found in [801 CMR 21.00](#), which apply to all procurements for goods and services, the definitions found below apply to this Solicitation. Those definitions

below designated with an asterisk (“*”) are Quote/Response directly from 801 CMR 21.00 and are included below for quick reference purposes.

Agency - See Department.

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

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

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

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

CMR - Code of Massachusetts Regulations.

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

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

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

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

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

Department – For the purposes of this Solicitation, the terms “Department,” “Eligible Entity,” “Agency,” “Commonwealth Agency,” and “Contracting Department” include all entities listed in

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the Eligible Entities section of this RFR. COMMBUYS refers to such entities as “Organizations.”

Eligible Entity – See Department.

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

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

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

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

FY – See Fiscal Year.

Lottery - Also known as the Massachusetts State Lottery Commission (MSLC).

M.G.L. - Massachusetts General Laws.

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

MSLC - Massachusetts State Lottery Commission also referred to as the Lottery.

Organization – See Department.

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

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PTL – See Procurement Team Leader.

Purchasing Entity – Same as “Eligible Entity.”

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

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

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

Solicitation – See Request for Response (RFR).

SSSL/PTL – See Strategic Sourcing Services Leader.

SST/PMT – See Strategic Sourcing Team.

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

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

Intentionally left blank.

7 Technical and Business Specifications/Performance Specifications and Requirements

Where samples are requested, please only provide them on a USB storage device, clearly labeled with your firm's name.

7.1 Goals/Objectives

The overall goal of this RFR is to contract with an agency capable of providing a full range of advertising services to further the overall marketing plan designed to increase the sale of Massachusetts Lottery games and maximize the net profit returned to the Commonwealth.

The Successful Bidder **will** work in partnership with the MSLC staff in the development and execution of an integrated marketing/advertising plan that aims to: generate brand awareness and build excitement for all MSLC games amongst current and prospective players; assist the MSLC's seven thousand five hundred (7,500) plus retailers in selling more Lottery products through strong and effective retail advertising programs; and, engage audiences to help positively influence public attitudes and perceptions of the MSLC's brand image.

The integrated marketing/advertising plan needs to address the above referenced audiences and seek to achieve the following business-building objectives:

- Drive sales and maximize net profit by: a) expanding participation of current MSLC players; b) attracting new players with a clear, targeted, efficient presentation of the current/existing portfolio of games; c) creating fun and excitement amongst existing, lapsed and potential players through the launch of new games.
- Increase overall awareness of the MSLC amongst various audiences and increase players and prospective players understanding of all MSLC games.
- Brand stewardship: Develop messaging strategies and/or taglines that enhance the image of the MSLC amongst existing, lapsed and potential players, and reinforce the brand's mission of generating local aid revenues for the Commonwealth's 351 cities and towns.
- High Jackpot Awareness: Jackpots of one hundred forty million dollars (\$140 million) - plus typically generate interest with the casual to non-traditional lottery player. Develop an execution strategy for creating awareness and driving sales for the multi-state Mega Millions and Powerball games during high jackpot periods.
- Enhance Retail Sales Support/Shopper In-Store experience through reactive development of both permanent signage and timely promotional materials that generate effective clutter-cutting POS advertising campaigns.

- Reinforce the MSLC's mission to raise local aid revenues for the 351 cities and towns of the Commonwealth of Massachusetts.
- Reinforce the credibility and integrity of the MSLC throughout all the advertising and marketing programs.
- Position the MSLC as a fun/entertainment option amongst younger adult audiences eighteen to thirty four (18-34 year olds).
- Promote product sales to all adult age groups.
- Increase brand engagement across broad segments of the consumer base, including not only core players, but also occasional players, and especially lapsed players and non-players by positioning the Massachusetts Lottery as a relevant and attractive entertainment option.
- Increase awareness and sales of existing and new MSLC games by creating impactful advertising campaigns and innovative promotional programs designed to expand the player base.
- Design and implement innovative promotional programs to include consumer, in-store and out-of-store cross-promotions with draw-based games and instant tickets.
- Design and implement innovative promotional and advertising programs to increase sales and enlarge the player base when introducing new draw-based games and instant tickets.
- Develop and expand advertising and promotional opportunities through internet related programs, corporate partnerships, and branded properties.
- Use the existing VIP Club and the MSLC's second chance drawings program to strengthen relationships and build loyalty among players.
- Develop direct marketing programs with mail, email, digital, and social media components to build loyalty among players.
- Increase awareness of winners at all prize levels and the variety of top-tier prizes available throughout the life cycle of each instant ticket (promoting winners and the availability of top prizes remaining at retail).
- Increase public awareness of the direct benefit of MSLC profits in Massachusetts.

- Establish and maintain cooperative relationships with the 351 cities and towns in the Commonwealth and improve participation by officials of State and local governments and organizations to ensure that awareness of Lottery funding is communicated throughout the Commonwealth.
- Improve communications with officials of State and local governments at MSLC events.
- Brand image refresh that significantly raises awareness and understanding of the MSLC while fundamentally increasing the impact of the brand.
- Create an iconic relevance between the MSLC brand and the Massachusetts culture.

7.2 Technical Response/Service Specifications

The MSLC will provide the Successful Bidder with a fiscal year marketing strategy that includes planned product flights as well as an overall budget. The strategy **shall** define communication goals and objectives that result from the MSLC's general strategy. MSLC staff and the Successful Bidder **shall** meet as needed to review the goals and objectives. The MSLC may modify and/or amend the goals and objectives at any time.

7.3 Advertising Plan

The Successful Bidder **shall** provide strategic planning assistance in establishing the MSLC's communications goals and strategies, and help to structure on-going marketing programs by developing comprehensive annual advertising plans that are subject to updates and quarterly reviews. These plans are to be based on the MSLC's overall marketing plan and initiatives incorporating communications goals, strategies, objectives, and tactics proposed. The plan is subject to the approval of the MSLC and **must** be consistent with budget limitations and guidelines imposed by the MSLC.

The Successful Bidder **shall** submit an advertising plan each fiscal year (FY)/(July 1 – June 30) as specified by the MSLC. A paid media plan for each respective FY is due two (2) weeks after the MSLC approves the advertising plan.

The advertising plan **shall** include, but not be limited to:

- Creative strategies for all advertising campaigns planned for the fiscal year and how these strategies achieve the goals and objectives in the MSLC's marketing strategy.
- Relevant research to support the recommended creative strategies.
- A general breakdown of proposed spending (production and media) by media type, product, Designated Market Area.

- Opportunities for special events, promotional activities, and to generate earned media.

7.4 Creative Services

The Successful Bidder **shall** translate the advertising goals, jointly agreed upon by the Successful Bidder and the MSLC, into creative strategies. From these creative strategies, develop advertising concepts that are consistent with MSLC product positioning goals and provide maximum impact.

The Successful Bidder **shall** be responsible for the conceiving, creation, and production of MSLC advertising materials, including broadcast, digital, and print advertisements, out-of-home, and such other materials as may be required by the MSLC.

The Successful Bidder **shall** be able to develop multi-media campaigns and to assist the MSLC in developing game logos, or art for other use, if requested by the MSLC.

The Successful Bidder **shall** present the option of at least two (2) creative concepts for each campaign. If concepts or creative options are not approved by the MSLC, the Successful Bidder, at the direction of the MSLC, **shall** be required to develop and present additional creative executions.

The Successful Bidder **shall** design and develop artwork and production specifications for the MSLC POS and/or collateral materials including in-store displays, interior and exterior signage, sales promotion items, etc.

The Successful Bidder **shall**:

- Be responsible for conceptual development and pre-production work leading up to delivering materials (artwork to be delivered electronically).
- Be responsible for furnishing clean and complete production specifications for each POS collateral piece developed. Specifications are to be in a language/format understandable and acceptable by the printing trade.
- Play a consultative role in the actual production process, including reviewing proofs, and monitoring delivery.

The Successful Bidder **shall** be capable upon request provide guidance and creative input with regard to design or design improvement of the MSLC products and promotions.

The Successful Bidder **shall** be required to assist the MSLC in planning and executing retailer incentive programs, special sales campaigns, and other retailer promotions.

7.5 Creative Meetings

The Successful Bidder **shall** schedule and attend creative meetings between MSLC staff and the account team. Unless otherwise approved by the MSLC, the Successful Bidder **shall** provide at least five (5) working days' advance notice for all creative meetings. Creative meetings will be held on an as-needed basis.

7.6 Timelines

The Successful Bidder **shall** produce multiple advertising programs with frequently overlapping implementation schedules. Specifically, the Successful Bidder **will**:

- Maintain time lines and meet production schedules while keeping the MSLC informed of project status. These timelines will be established jointly by the Successful Bidder and the MSLC prior to the start of the project.
- Allow sufficient time for developing and presenting creative solutions, editing and revising selected options, obtaining final approvals from MSLC staff, producing the final product, and distributing the finished product according to MSLC specifications.
- Provide detailed production schedules with task milestones for each job. The MSLC will not be responsible for any additional costs incurred as a result of the Successful Bidder not adhering to set timelines.

7.7 Creative Approvals

The Successful Bidder **shall** obtain written approval from the MSLC prior to producing any advertisement. When producing any creative work, the Successful Bidder **shall not** vary from approved scripts, story boards or print layouts without written approval from the MSLC. Failure to adhere to approved scripts, story boards or layouts may void the MSLC's approval of the estimate for the project.

The Successful Bidder **shall** incorporate all changes required by the MSLC, as well as submit any other alternative creative solutions deemed prudent by the Successful Bidder.

The Successful Bidder **shall** be responsible for all unauthorized expenses.

7.8 Materials and Signage

The Successful Bidder **shall** be responsible for the creative design and production of printed materials, including but not limited to POS materials, under the Contract to support the MSLC's advertising efforts. The MSLC prints most POS materials in-house utilizing the capabilities of a Xerox 1000.

It is **desirable** that the Successful Bidder provide POS and/or collateral materials including in-store displays, game brochures, and posters, interior and exterior signage, digital and traditional displays, non-traditional displays, and other POS items, at the MSLC's request. Please provide samples on a USB storage device clearly labeled with your firm's name.

7.9 Experiential Marketing, Promotional Events Sponsorships, & Special Events

The MSLC primarily works directly with Bidders to select promotional events/activities, sponsorships, and in-store retailer promotions that create awareness and interest for MSLC products among adult Massachusetts residents. Experiential Marketing efforts are intended to increase product trial and educate new and potential players about MSLC products.

It is **desirable** that the Successful Bidder assist in the development, implementation, and administration of special promotional programs, including but not limited to corporate sponsorship programs or cooperative partnership promotions; can handle in conjunction with the MSLC negotiations for producing, procuring and/or telecasting special MSLC drawing shows; and design and develop special promotional items, signage for special events, or special presentation materials and other specialty items as requested by the MSLC. This may include contracted services with third (3rd) party vendors, equipment, supplies or other components required to conduct the promotional event/activity or sponsorship. Please provide examples.

The Successful Bidder **shall** make the MSLC aware of possible media sponsorships and the cost-efficiency of such sponsorships.

7.10 Media Planning & Services

The Successful Bidder **shall** develop a media plan to support the advertising plan. The MSLC and the Successful Bidder will review the media plan and may revise the plan based on changes in economic factors, market conditions, or as otherwise authorized by the MSLC.

The media plan **shall** include, but not be limited to:

Allocation of dollars by media and DMA with detailed rationale.

Gross Rating Point (GRP) objectives with reach/frequency and efficiency analysis.

Detailed media flowchart that specifies mediums, market tiers, GRP levels and costs for each campaign.

Advertising and media plans **shall** be based on the MSLC's fiscal year (FY) (July 1 – June 30).

Media Services provided by the Successful Bidder **shall** include:

- Negotiation and Placement. The Successful Bidder **must** translate advertising goals and strategies into effective media buys and **shall** be responsible for the placement and purchase of all media, including but not limited to broadcast, digital, out-of-home and print media.
- In negotiating media purchases, the Successful Bidder **shall** strive to achieve the maximum impact and cost effectiveness, and make the MSLC aware of any savings that might be achieved through long-term commitments or other specialized programs. Media placement **shall** be reimbursed at net cost with no mark up.
- The Successful Bidder **must** have the capability to evaluate media cost, placement and efficiency. The Successful Bidder **shall** be responsible for auditing and verifying all media outlets. The criteria used for auditing media outlets will be at the sole discretion of the MSLC. If the Successful Bidder proposes a more viable and cost effective method, the Successful Bidder will make the report available for inspection and approval by the MSLC.
- The Successful Bidder **shall** provide a regular schedule of media buys for approval by the MSLC prior to any media buy actually occurring
- Placement Verification. The Successful Bidder **shall** ensure that all media was broadcast or published according to any contracts or placement instructions. The Successful Bidder **shall** provide, at no cost to the MSLC, affidavits, tear sheets or any other placement verification requested by the MSLC. Placement verification documents **shall** indicate the run dates and/or times and the circulation or ratings achieved.
- Added Value Media Placements. The Successful Bidder **must** have media negotiating skills that achieve maximum value-added or promotional opportunities related to media outlets, special events and onsite opportunities and **shall** attempt to negotiate added value for all media included in any MSLC buy. Any added value provided by participating media vendors **shall** be identified in the summary of any media buy. The Successful Bidder **shall** establish a goal for added value media subject to MSLC approval, based on estimated spending over each contract year.
- The Successful Bidder **must** maintain budgets that will be approved by the MSLC prior to beginning work on the project. Budgets may not be exceeded without prior MSLC approval.
- For any ad production project with an estimated cost in excess of five thousand dollars (\$5,000), the Successful Bidder **shall** be required to obtain at least three (3) bids from

independent production companies for the MSLC's evaluation. If the Successful Bidder has cost efficient in-house production capabilities, they are expected to use these resources.

7.11 Advertising and Direct Marketing Strategy

- The Successful Bidder **shall** incorporate findings by MSLC through research, focus groups, surveys, tracking studies, and from other lotteries to determine the potential of new games and promotions to attract new players among core players and under-represented player demographic segments, and to avoid cannibalizing sales of existing games.
- The Successful Bidder **shall** improve the effectiveness of the advertising budget by securing partners and sponsors to provide funding, greater media reach, and other promotional opportunities.
- The Successful Bidder **shall** incorporate research findings to increase membership of the MSLC's VIP Club and participation in its second (2nd) chance drawings.

7.12 Digital Interactive Services

The Successful Bidder **must** be prepared to play a role in or be responsible for activities related to the digital media that may include, but are not limited to:

- Creative development of the MSLC website graphics, landing pages, and promotions;
- Creative development of digital ads;
- Interactive customer retention and acquisition strategies;
- Reviewing and evaluating all digital related media proposals;
- Development, maintenance, and implementation of the MSLC mobile app;
- Gaining knowledge of website users through research and web-based surveys;
- Co-promotional opportunities with retailers, beneficiaries, and sponsor-affiliated websites;
- Placing digital advertising for MSLC products and promotions; and
- Negotiating applicable talent releases/fees for digital use of broadcast advertising.

7.13 Reports

The Successful Bidder **shall** be responsible for developing an annual plan that adheres to the marketing plan, and reflects the MSLC's advertising budget. This annual plan **shall** include, though need not be limited to total media expenditures, production budget, media schedule or flow chart and the Successful Bidder's fees where applicable. Following approval of the annual budget by the MSLC, the Successful Bidder will work with the MSLC staff to ensure that advertising budgets are not exceeded.

Additionally, the Successful Bidder **shall** be responsible for providing the following reports to the MSLC in a format approved or proscribed by the MSLC:

- Weekly Status Report. This report documents all current media and production jobs, projects, promotional events, reporting, and meetings. Weekly Status Report will include: job by product, media, production, status of job, timeline of job. All timelines **shall** include a minimum of five (5) working days for approval by the MSLC on each stage of each job or project unless otherwise approved by the MSLC. This report is due in advance of the Weekly Status Report meeting.
- Monthly Budget Recap Report. A summary of all approved expenditures for the FY to date. The summary **shall** indicate the total amount available in the budget and the total amount currently committed. The summary also **shall** include current amounts invoiced, amounts invoiced but not paid, amounts owed for services performed but not invoiced, and current amounts paid, together with spending by audience, media and production type. Reports are due the fifteenth (15th) of the following month.
- Year-end summaries of media expenditures (media and production) by type and product. These summaries are due forty five (45) days after the end of the FY.
- Post Buy Report. No more than one hundred twenty (120) days following the end of each broadcast quarter after the flight ends, the Successful Bidder **shall** provide the MSLC with a post buy report indicating whether the reach, frequency and GRP goals of each buy were achieved within budget. If the goals were not achieved, the report **shall** contain a make good report where bonus spots were issued. In addition, post buy analyses **shall** be provided for media buys that utilize new rating information for the buy period, when available.
- Year End Media Review. The Successful Bidder **shall** submit year end media reviews no later than January annually during the contract term and any renewal periods, including a summary of added value achieved as a result of the previous year's media buy.

- Post-Campaign/Promotional Report following the conclusion of a campaign phase or promotional event, the Successful Bidder **shall** provide a recap of the initiative, including total expenses and performance against established Key Performance Indicators (KPIs) to assist the MSLC in the evaluation of its success. Report is due thirty (30) days after the campaign/promotional event concludes or as directed by the MSLC.
- The Successful Bidder **shall** provide reports or minutes to be jointly specified by the MSLC and the Successful Bidder, summarizing discussion highlights and action items resulting from meetings and discussions about the status of projects.
- The Successful Bidder shall attend and present status reports as needed to the MSLC Commission.
- The MSLC will evaluate the effectiveness of all advertising initiatives upon completion based on established KPIs from the corresponding relevant creative brief and monthly campaign tracking/brand metrics. KPIs may include improvements in participation, frequency and awareness measures, sales goals or other criteria determined as 'What success looks like' by the MSLC prior to the development of the work and detailed in each initiative brief and/or annual plan objectives.

7.14 Advertising Agency Staffing Requirements

The Successful Bidder **shall** provide daily account management with in-depth attention to organizing, planning, supervising and reviewing all MSLC projects, and budgets in progress at any time.

The Successful Bidder **shall** commit to a level of service (number and experience of employees and corresponding number of full-time equivalents) as they determined in their response to this RFR and shall maintain that level of service throughout the term of the contract.

The Successful Bidder *must* assign an account team with at least two (2) primary, day-to-day contacts.

The primary contacts **shall** provide:

- Account team leadership. The account service leaders **must** be experienced in advertising and marketing communications disciplines and practices, with an ability to communicate clearly and in a timely manner with both the MSLC staff and the other members of the account team.
- Knowledge of internal and external MSLC information. They **must** become familiar with and committed to all aspects of the MSLC account.

- Resource management skills, as well as the ability to inspire “best work possible” from the resources (e.g., creative, media, production, research).
- Familiarity with consumer product marketing dynamics and forward planning in order to help build the MSLC’s business.
- Budget consciousness and management skills. The Successful Bidder **must** pay continuing attention to production costs and cost controls to maximize quality consistent with budgetary constraints.
- Compatibility with MSLC staff.

It is **desirable** that the Successful Bidder explain what the MSLC can expect in terms of the involvement of senior personnel or executive management on an on-going basis.

It is **highly desirable** that the two (2) primary contacts have considerable account management experience.

Resumes **must** be provided for all personnel who may be assigned to the MSLC account.

Bidders **must** also provide an organizational chart which identifies all staff that will support the MSLC account. The organizational chart should include the position titles, number of positions, and where applicable names of personnel (e.g., key management staff). The organizational chart **should** include corporate directors and/or officers who will provide direction or oversight to the MSLC account.

The Successful Bidder **shall** commit to providing the same Account Team for all MSLC projects. If the Team Lead(s) are re-assigned or no longer assigned to the MSLC account, the Successful Bidder **shall** fill the vacant position with an individual who has comparable or better experience, and training. That replacement shall be made subject to the MSLC’s written approval.

The Successful Bidder **shall** provide the MSLC written notification and justification of any personnel changes involving employees or any subcontractors involved in the service of the MSLC account within three (3) working days of the personnel changes. The Successful Bidder **must** send the MSLC the resume of the person who is to be hired or placed, and also must receive written approval from the MSLC prior to the person working on the account.

7.15 Accounting and Billing

The Successful Bidder **shall** furnish to the MSLC, in advance, a written cost estimate of all expenditures in connection with all services or projects recommended by the Successful Bidder

or requested by the MSLC. Prior to undertaking any projects, or committing any MSLC funds, the Successful Bidder **shall** obtain written authorization from the MSLC and/or the Executive Director. For any production expenditure with a value estimated to be five thousand dollars (\$5,000) or more, the Successful Bidder **must** also furnish the MSLC with copies of at least three (3) solicited bids for production of all expenditures in connection with all the services or projects recommended by the sub-contractor or requested by the MSLC.

All invoices submitted to the MSLC for payment **shall** be itemized and include appropriate back-up materials supporting each invoice. Back-up materials may include a signed copy of the cost estimate for the job, other supplier invoices for outside services, and/or written explanations or justifications for any overages that may have occurred.

It is **desirable** that invoices provide the MSLC with easily understood information to be able to properly and completely monitor project status relative to payments. This would include, but not be limited to: individuals' names; hours worked; on what specific tasks; amount per line item; dates covered, etc. Electronic submission of invoices is acceptable to the MSLC's Finance Accounts Payable Division. Bidders **must** describe the format they intend to use to invoice the MSLC.

The Successful Bidder **shall** endeavor to obtain all prompt payment or other similar discounts from media and suppliers in the performance of services hereunder. When the Successful Bidder receives a cash discount from media or suppliers, the MSLC **shall** receive full allowance for each such discount provided.

7.16 Bidder Capabilities Credentials

It is **highly desirable** that the Successful Bidder be of the highest credentials. Please provide:

- A brief overview of the history/background of the firm.
- A description of the current ownership, incorporation, etc.
- The firm's current billings and billings for the past five (5) years for the total firm and the office that will manage the MSLC account.
- The current billings breakdown by media type i.e., television, radio, print, internet, ad production, retail display, research, direct response, PR/special events, website development, etc.
- A list of your current clients, length of relationship and the products assigned to your local office that would manage the MSLC account. State the services provided to each client such as advertising, and those to whom you provide services beyond advertising.

- A list of former clients from the past three (3) years.
- A description of where the MSLC would fit into the firm's current roster of accounts.
- Your firm's experience in the following categories: gaming (including lottery), entertainment, retail and government agencies.
- Which current or recent clients sell their products through convenience stores, grocery stores, gas stations, liquor stores, restaurants, etc.
- What current or recent clients, in your opinion, would closely approximate the work process of the MSLC, i.e., low-priced consumer items.

7.17 Resources

It is **highly desirable** that the Successful Bidder has the following resources available in-house as a separate department. Please indicate which resources and the number of people by departments that are available in-house:

- Strategic/Account Planning
- Direct Marketing
- Digital Marketing/Social Media
- Analytics
- Creative
- Graphic Design
- Media Planning and Buying
- Web Development/On-line
- Production (List types)
- Market Research
- Product Research

- Other (Explain)

List any subcontractors that are proposed to be used to provide the required services.

7.18 Strategic or Account Planning

It is **desirable** that the Successful Bidder provide strategic or account planning. Please explain your expertise and provide one (1) example for each of the following areas of expertise with the documented results:

- Repositioning a mature product
- Marketing to a younger adult audience (18-34 year olds)
- Developing and launching new products
- Issue or cause related marketing
- Marketing in a highly competitive retail space

7.19 Direct Marketing

It is **desirable** that the Successful Bidder explain the firm's process for planning direct marketing. Please provide one (1) example for each of the following areas of expertise with the documented results:

- Direct marketing as part of an advertising campaign.
- Stand-alone direct marketing campaign.
- Database management.
- Direct television.

7.20 Digital Marketing/Social Media

It is **desirable** that the Successful Bidder explain the firm's process for planning digital marketing and social media. Please provide one (1) example for each of the following areas of expertise with the documented results:

- Direct marketing through various online and mobile platforms and services.
- Social media marketing, including promotions.

- Database management.

7.21 Analytics

It is **desirable** that the Successful Bidder explain the firm's process for providing analytics and applying the results. Please provide one (1) example for each of the following areas of expertise with the documented results:

- Audience segmentation
- Search engine optimization
- Page search marketing
- Return on investment

7.22 Creative

It is **desirable** that the Successful Bidder explain the firm's process for creative development. Please provide one (1) example for each of the following areas of expertise with the documented results:

- A complete multi-media campaign based on a new strategic direction (not an extension of an existing campaign) developed through finished production.
- A new product introduction campaign that included multiple elements and executions.
- An image campaign that also included retail executions (TV/radio, TV/print, etc.).
- Provide the firm's best low budget television commercial with cost.

7.23 Graphic Design

It is **desirable** that the Successful Bidder provide two (2) examples of expertise in the area of graphic design, such as logo or package design, and collateral materials.

7.24 Media Planning and Buying

It is **desirable** that the Successful Bidder has media capabilities:

- Explain how your firm develops a media plan for a client, including how it establishes goals, spending, allocations, buying parameters, and defines target audiences.

- Explain your media buying process and the evaluation of the effectiveness.
- Explain how your firm will insure that the MSLC receives the maximum value for its media dollars.
- Provide one (1) example of each of the following areas of media expertise:
 - Planning and purchasing the following types of media: including television, radio, print, online, out-of-home.
 - A creative unexpected form of media.
 - An impactful low budget media plan.
 - A promotion negotiated by your firm that was executed through a media buy.

7.25 Web Development/On-Line

It is **highly desirable** that the Successful Bidder has expertise in website design, development, and/or execution, Internet marketing and on-line advertising, and promotional program implementation and content maintenance for the MSLC's social media platforms. Please explain your expertise and submit examples.

7.26 Financial/Cost Control

It is **desirable** that the Successful Bidder detail the procedures/checkpoints you employ to ensure cost efficiency and cost effectiveness in the following areas:

- Media buying.
- Creative planning and development.
- Advertising production.
- Research.

7.27 Case History

It is **highly desirable** that the Successful Bidder provide a case history that clearly demonstrates your ability to handle and execute an integrated communications program that had an effective impact on retail sales. The case history **must** describe a program that was conducted within the past three (3) years.

Present the case history in the following format:

- Statement of need or problem.
- Solution.
- Time for development.
- Assessment of the Program.
- Results.

The critical elements **should** include:

- Not more than three (3) television commercials (on USB).
- Not more than three (3) radio commercials (on USB).
- Relevant print and/or out-of-home executions.
- Relevant retail display/collateral materials.
- Other related marketing materials (e.g., direct response, promotional merchandising, etc.).
- Website announcement, explanation and/or demonstration.

8.0 Creative Assignment

Introduction: The MSLC's product mix consists of instant (scratch) tickets and draw games. All of which are sold through a statewide network of brick and mortar retailers. Each fiscal year, the MSLC introduces approximately twenty nine to thirty two (29-32) new instant tickets ranging in price point from one to thirty dollars (\$1 - \$30). Instant ticket sales account for almost seventy percent (70%) of the MSLC's overall sales. The MSLC's draw games (also referred to as "online" games) collectively account for approximately twelve percent (12%) of overall sales and include the multi-state jackpot games: Mega Millions and Powerball; Multi-State draw game: Lucky For Life; and, three (3) in-state games: The Numbers Game, Mass Cash and Megabucks Doubler. The MSLC's two (2) monitor games, KENO and Jackpot Poker, represent seventeen percent (17%) of overall sales.

The Assignment: It is **highly desirable** that the Bidder complete four (4) assignments; a strategic brief, an outline of creative messages for a product makeover, a complete marketing campaign

and the launch of a new monitor game. Bidders **must** complete a written document of up to ten (10) pages per assignment. Each assignment should, at a minimum, address strategic and creative considerations appropriate for successful execution. The assignments may also include, but are not limited to creative samples, media plans, promotional ideas, and Public Relations efforts. Bidders are not limited to the above-mentioned tactics and can offer additional tactics if so desired. The MSLC prints most POS materials in-house utilizing the capabilities of a Xerox 1000.

The four (4) assignments the Bidder **must** complete are as follows:

- A. Assignment One (1): Provide a strategic brief for marketing instant tickets to the younger adult audiences eighteen to thirty four (18-34) year olds, demographic, using only digital interactive, and social media. Budget five hundred thousand dollars (\$500,000). Please include the analytical tool utilized.
- B. Assignment Two (2): Describe creative messages (including radio and television story boards) to help the MSLC re-introduce/re-invigorate the Numbers Game. Budget one (1) million dollars (\$1,000,000).
- C. Assignment Three (3): Create a brand marketing/advertising campaign directed to non-players who do not object to the MSLC or to gambling. Budget seven hundred fifty thousand dollars (\$750,000). Please indicate budget breakdown for media.
- D. Assignment Four (4): Launch a new second (2nd) monitor game (KENO style game) in the marketplace. The mock game shall be called "All or Nothing". Please refer to the Texas MSLC at: http://www.txlottery.org/export/sites/lottery/Games/All_or_Nothing/index.html. Budget one million dollars (\$1,000,000).

9.0 Oral Presentation

Successful Bidders **will** be required to make an oral presentation. Oral presentations will take place at the MSLC Headquarters, 60 Columbian Street, Braintree, MA. Tentatively, oral presentations will take place between June 1st and June 12th, 2015 at the convenience of the MSLC.

Please note: *These dates are subject to change. Time allotments and the format shall be the same for all oral presentations and will include time for question and answer session. The MSLC will give notice of approximately five (5) days prior to the date of the oral presentation.*

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It is **highly desirable** that these presentations are to provide the SST/PMT with a better understanding of the advertising capabilities of the Bidders and to allow the SST/PMT to ask questions related to the written submissions. Bidders may not supplement their original submissions or alter the strategies furnished in their written proposals. Bidders will be allowed to submit samples of creative materials such as commercials, print, graphics, etc., which demonstrate the concepts presented in the written technical/business specifications submission.

Additionally the oral presentation **will** give the SST/PMT the opportunity to meet the management and staff of the firm who will be assigned to manage the MSLC account on a daily basis. The SST/PMT consider the oral presentation an integral part of the process and the Bidder's presentation may affect the scoring of the RFR.