

The Commonwealth of Massachusetts
MASSACHUSETTS STATE LOTTERY COMMISSION

60 Columbian Street
Braintree, MA 02184



Request for Response (RFR)

Document Title: MSLC Acrylic Dispensers and Displays
COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000002489
MSLC Document Number: RFR LOT Number 1505

December 5, 2014

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

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1 RFR Introduction and General Description

1.1 Procurement Scope and Description

The Massachusetts State Lottery Commission (MSLC) is requesting to enter into a contract to purchase acrylic dispensers and displays for use at MSLC retail sales agents locations. The cost, construction, quality, material, appearance, and timeline for delivery of the acrylic dispensers and displays are of paramount importance to the MSLC in maximizing net revenues.

1.2 Introduction and General Description

The MSLC is requesting the delivery of acrylic dispensers and displays for use at MSLC retail sales agents locations. The acrylic dispensers **will** allow the MSLC retail sales agents to display tickets and allow for the ease of dispensing tickets for purchase.

The MSLC is seeking qualified Bidders who are capable of providing acrylic dispensers and displays in accordance with the specifications in this RFR document. Bidder's response format is limited to one hundred (100) pages using a font size of no smaller than twelve (12) including all related attachments.

1.3 Number of Awards

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

1.4 Adding Contractors after Initial Contract Award

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

1.5 Eligible Entities

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

1.6 Acquisition Method

The acquisition method to acquire goods and/or services from this Bid is an Outright Purchase.

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

All terms of purchases, 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 purchases, or other

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

1.8 Contract Duration

The expected duration of this Contract is as follows:

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

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

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

No goods may be ordered and no purchases, 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 **shall** constitute an acceptance of all contract terms provided herein unless amended in writing and executed by the MSLC and the Bidder.

1.9 Estimated Value of the Contract

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

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

1.10 SST/PMT Estimated Procurement Calendar

Event	Date
Bid Release Date	December 5, 2014 at 4:00 p.m.
Non-mandatory MSLC sample viewing - 60 Columbian Street, Braintree, MA 02184. This may be arranged by contacting Jacqueline S. Kassis or Deirdre Richardson, on or before Thursday, December 30 th , 2014 at Lotteryprocurement@masslottery.com to confirm attendance or if you have any questions related to the sample review.	Through December 30 th , 2014 at 5:00 p.m.
Deadline for Submission of Questions through COMMBUYS ("Bid Q&A").	December 16, 2014 at 5:00 p.m.
Official Answers/Response for Bid Q&A published (estimated).	December 19, 2014 (estimated).
Bid Amendment Deadline: Bid documents will not be amended after this date.	January 8, 2015 at 2:59 p.m.
Bidder's Samples deadline – Samples will not be accepted after this date.	January 8, 2015 at 3:00 p.m.
Deadline for Quote/Response/Bid Responses ("Bid Opening Date/Time") in COMMBUYS.	January 8, 2015 at 3:00 p.m.
Oral Presentations/Product Demonstrations for Selected Bidder(s) (estimated).	Bidders will be notified individually and be given at least one (1) week notice if Presentations are required .
Notification of Apparent Successful Bidder(s) (estimated).	February/March 2015 (estimated).
Estimated Contract Start Date.	February/March 2015 (estimated).

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

1.11 Evaluation Process and Criteria (Components)

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

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

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

1.12 Mandatory Requirements

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

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

1.13 Highly Desirable and Desirable Specifications

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

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

1.14 Alternatives

A proposal which fails to meet any material term or condition of the Bid, including the submission of **required** attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit proposals offering alternatives, Acrylic Dispensers and Displays COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000002489 - RFR LOT Number 1505.

which provide equivalent, better or more cost effective performance than achievable under the stated Bid specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The Quote/Response **should** describe how any alternative achieves substantially equivalent or better performance to that of the Bid specifications.

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

1.15 Cost Table

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

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

1.16 Cost Alternatives

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

1.17 Oral Presentations/Product Demonstrations

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

1.18 Best Value Selection and Negotiation

The Strategic Sourcing Team or SST (formerly referred to as Procurement Management Team or PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that **will** achieve the procurement goals of the MSLC. The SST/PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

1.19 Electronic Quote/Response Requirement for Bids

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

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

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

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

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

Bidders may not submit multiple Quotes/Responses in response to a Bid unless the Bid authorizes multiple Quotes/Responses submissions. If you submit multiple Quotes/Responses

in response to a bid that does not allow multiple Quotes/Responses, only the latest submission prior to the bid opening date **will** be evaluated.

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

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

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

1.20 Written Questions via the Bid Q&A on COMMBUYS

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers from the SST/PMT regarding this Bid, all Bidders’ questions **must** be submitted through the Bid Q&A found on COMMBUYS (see below for instructions). Questions may be asked only prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The MSLC reserves the right not to respond to questions submitted after this date. It is the Bidder’s responsibility to verify receipt of questions. Upon confirmation, Bidders **must** send a validation email with the COMMBUYS confirmation email attached to Lotteryprocurement@masslottery.com.

Please note: Questions submitted to the SST/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 company or other companies. The SST/PMT reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the MSLC or this Bid.

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

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

1.21 Amendment Deadline

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

1.22 Company Certifications and Affiliations

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

- A. Company affiliations;
- B. Statutory, certification and license requirements, if any;
- C. Company experience;
- D. Business background;
- E. Years in business;
- F. Years in the industry of the Bid;
- G. Organizational chart;
- H. Financial Stability Including Bankruptcy, Litigation and Contract Defaults;
- I. Most current audited annual financial statements (audited if available) from the last three (3) complete years;
- J. Gross annual revenue for most recently completed fiscal year (FY);
- K. Defaults on contracts.

1.23 References and Reference Information and/or Requirements

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

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

1.24 Prohibitions

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

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

1.25 Executive Order 515, Establishing an Environmental Purchasing Policy

Products and services purchased by state agencies **must** be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are **required** to reduce their impact on the environment and enhance public health by procuring environmentally preferable products (EPP) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, **must** comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public

health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program; the order **can** be seen at www.mass.gov/epp.

1.26 Reporting

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

1.27 Security and Confidentiality

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

1.28 Audit

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

1.29 Samples

Samples provided for our by Bidders for review shall not be returned. Unnecessary samples, attachments, or documents not specifically asked for **should** not be submitted.

1.30 Freight

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

1.31 Required Submissions

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

completely monitor project status relative to payments. This **must** include, and is not limited to: the MSLC Reference Number, Contract Number, dates of service, a unique Invoice Number, and specific tasks (electronic submission of invoices is acceptable to the MSLC's Finance Accounts Payable Division upon request of the format).

1.32 Contract Requirements

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

- A. The Bidder **must** agree to the terms and conditions contained within the Commonwealth Terms and Conditions attached hereto as Attachment A and the Standard Contract Form Attached hereto as Attachment B.
- B. The Bidder **must** comply with all Federal, State, and local rules and regulations as they apply to the work to be performed under this RFR.
- C. The Bidder **must** be operating in a business or similar to that which is described in this RFR for a minimum of three (3) years with the capacity to accommodate all needs contained in this RFR and have demonstrable and relevant experience.
- D. The Bidder **must** provide the retained clients retention rate (retained clients) for the last three (3) years.
- E. The Bidder **must** provide a minimum of three (3) references for which work has been performed, preferably similar in scope and size to that specified in this RFR within the prior three (3) years of the date of this RFR (see Attachment F).
- F. The Bidder **must** include a statement acknowledging that all technical and business requirements are understood and shall be complied with by the Bidder in performing the service(s) being sought by the MSLC.
- G. The Bidder **must** state that pursuant to M.G.L. c. 7, § 22 (20) the undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. The word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- H. The Bidder **must** include a statement pursuant to M.G.L. c7, § 22 (20) that the authorized signatory certifies under penalties of perjury that the proposal submitted is in all respects a bona fide and fair response made without collusion or fraud with any other person.
- I. The MSLC reserves the right to obtain, from sources other than the Bidder, information concerning the Bidder, the Bidder's capabilities and the Bidder's performance under other contracts which the MSLC deems pertinent to this RFR and to consider such information in evaluating the Bidder's bid.

1.33 Limitation of Liability and Indemnification

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

- A. The MSLC **shall** not be liable to the Bidder under any theory of liability for any direct, indirect, incidental, special consequential or exemplary damages that may be incurred from the shipping and delivery of the Bidder's products, or placement of the Bidder's products at any MSLC location or at any MSLC agent's location.

- B. To the maximum extent permitted by law, the 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 any damages, injuries, which may occur from the defect and/or design of any product.

1.34 Alterations

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

1.35 Ownership of Submitted Quote/Response

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

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

1.36 Commonwealth Tax Exemption

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

1.37 Contractor's Contact Information

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

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

1.38 Publicity

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

1.39 Other Required Specifications and Limitations

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

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

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

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

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

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

the requested accommodation to the contact person for this RFR. The SST/PMT reserves the right to reject unreasonable requests.

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

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

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

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

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

SDP Resources

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

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

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

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

1.40 Mandatory Attachments and Enclosures

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

1.41 Payments

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

1.42 Contract Manager

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

1.43 Change in Financial Condition

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

1.44 Business Profile/Financial Condition

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

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

1.45 Rejection of Bids

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

- A. Fails to adhere to one or more of the provisions established in this RFR;
- B. Fails to submit its bid at the time or in the format specified herein, or to supply the minimum information requested herein;
- C. Fails to meet unconditionally all of the **mandatory** performance and business specifications of this RFR;
- D. Fails to state in writing its acceptance of the **mandatory** terms and conditions in Attachment A of this RFR as they appear in Attachment A without change or alteration;
- E. Fails to submit its bid, to the **required** address, before or on the deadline date established by the Procurement Calendar;

- F. Materially misrepresents its services or provides demonstrably false information in its bid; or;
- G. Fails to submit costs on the Cost Table (Attachment C), or to guarantee the costs for one hundred twenty (120) days;
- H. Refuses to provide clarification, if requested by the Procurement Management Team (SST/PMT);
- I. Fails to sign a Contract within fifteen (15) business days of receipt of the Contract for signing.

1.46 Request for Response (RFR) – Attachments/Forms

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

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

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

8. Attachment H – Contractor Authorized Signatory Listing [Two (2) Pages]. **Required** for Contracts anticipated to exceed fifty thousand dollars (\$50,000), or as **required** by this RFR.
9. Attachment I – Authorization for Electronic Funds Transfer (EFT) Payments [One (1) Page].
10. Attachment J – Invest in Massachusetts Data Form [Two (2) Pages].
11. Attachment K – Prompt Pay Discount Form [One (1) Page].
12. Attachment L – Commonwealth of MSLC’s Disclosure Statement [Three (3) Pages].
13. Attachment M – Certification of Compliance Concerning Personal Information and Personal Data Form [One (1) Page].
14. Attachment N – Certificate of Compliance Concerning Conflicts of Interest [One (1) Page].
15. Attachment O - Additional Environmentally Preferable Products/Practices [Two (2) Pages].
16. Attachment P - Photo Samples [Five (1) Pages].
17. Attachment Q - MSLC Drawing New Concept [Three (3) Page].
18. Attachment R - Warehouse Management System Requirements [One (1) Page].

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

1.47 COMMBUYS

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

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

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

Quotes/Responses are due no later than **January 8, 2015 at 3:00 p.m.** and must be submitted to COMMBUYS (COMMBUYS@state.ma.us) as directed. In addition to the required official submissions in COMMBUYS the Bidder must also submit the Quote/Response (1) original, eight (8) paper copies, and one (1) removable media (USB stick/flash drive) excluding the Cost Table (Attachment C). A disk of the Bidder’s Quote/Response and attachments must be delivered in the same sealed package no later than the date and time shown on the Procurement Calendar. The Cost Table - (Attachment C) must be

submitted separately in a separate sealed envelope and clearly mark it: "Cost Table – Attachment Acrylic Dispensers and Displays" with a separate removable media format included. Do not put any cost related information in the main portion of the response. All cost related information, either direct, or that can be derived, must only be in the cost proposal portion of the response. Failure to adhere to these requirements may result in the disqualification of the bid. Quote/Response and attachments received after this deadline **will** not be evaluated. A facsimile Quote/Response **will** not qualify as a "submission" for deadline purposes in advance of or in lieu of a hard copy submission. The MSLC requires mail or personal delivery, hard copies, sealed responses, no faxed or electronic responses.

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

Massachusetts State Lottery Commission
Attention: Jacqueline S. Kassis, Procurement Manager
Deirdre Richardson, Chief Financial Officer
60 Columbian Street
Braintree, MA 02184

Bids must be clearly marked "Acrylic Dispensers and Displays - COMMBUYS Bid Number BD-15-1062-LOT-00001-00000002489 - RFR LOT Number 1505."

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

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

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

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

1.49 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.

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

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

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

CMR - Code of Massachusetts Regulations.

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

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

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

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

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

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

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

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

Fiscal Year – The year beginning with July first (1) and ending with the following June thirtieth (30) as defined in M.G.L. Chapter 4, § 7. This may also be referred to as the “State Fiscal Year.” *For the purposes of this RFR, the following definitions **shall** also be used. These definitions are based on industry standard terminology as well as internal MSLC terms. These definitions are not meant to indicate a preference to any manufacturer or provider.*

FY – See Fiscal Year.

M.G.L. - Massachusetts General Laws.

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

MSLC - Massachusetts State Lottery Commission.

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

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

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

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

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

2 Technical and Business Specifications

2.1 General Specifications

The specifications below describe the acrylic dispensers and display units presently used by the MSLC. It is the goal of the MSLC in this solicitation is to purchase additional units per the dimensions specified in this RFR document that are equal to or better in quality than those units presently being used. The MSLC is also seeking New Concepts/Designs for single acrylic dispensers.

Bidders **must** provide the exact sample units' one (1) of each of the items specified in this RFR; in addition, Bidders may also provide exact sample units which include new concepts/designs as sought herein. These samples **must** be submitted with the response and/or prior to the RFR closing date. All samples **must** be delivered to the Lottery's Headquarters at:

Massachusetts State Lottery Commission
Attention: Jacqueline S. Kassis, Procurement Manager/Deirdre Richardson, Chief Financial Officer
60 Columbian Street
Braintree, MA 02184

Please contact Jacqueline S. Kassis and/or Deirdre Richardson at lotteryprocurement@masslottery.com to make arrangements for deliveries.

Samples **must** be clearly marked "Samples: RFR LOT 1505 - MSLC Acrylic Dispensers and Displays - COMMBUYS Bid Number: BD-15-1062-LOT-00001-00000002489".

Bidders are cautioned to submit those items that represent their abilities to design, and produce high quality items addressed in this RFR. However, the items submitted **must** be currently available in the market.

A sample of the existing, and proposed, dispenser and displays **will** be available for Bidders to inspect. Please contact Lotteryprocurement@masslottery.com to set an appointment to inspect the sample. This sample **will** be available during normal working hours, 9:00AM to 4:00PM, Monday through Friday from December 8, 2014 through December 30, 2014 at:

Massachusetts State Lottery Commission
60 Columbian Street
Braintree, Massachusetts 02184

In addition, sample books of Instant Tickets in various sizes **will** be available for Bidders to use in the preparation of the response to this RFR. This sample is for inspection, measuring, etc., by prospective Bidders but is not to be removed from the building.

Sample Submission

Bidders **must** submit manufactured samples of their product with their bid.

Alternate Sample Submission

In **addition** to the required sample (according to specifications in this RFR), Bidders **may** submit an alternate sample which would provide equivalent, better or more cost effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or services that may be available to enhance performance. This sample **must** be clearly marked "Alternate".

2.2 Sample Instant Tickets

The Instant Ticket books **will** be available in several different continuous form configurations. The strips of perforated tickets are fan folded. The various ticket sizes and book configurations are as follows:

Ticket size of 2.5" x 4.0" in continuous form books of three hundred (300) tickets folded in (seventy-five) 75 strips of four (4) tickets each.

Ticket size of 4.0" x 4.0" in continuous form books of three hundred (300) tickets folded in one hundred fifty (150) strips of two (2) tickets each.

Ticket size of 4.0" x 6.0" in continuous form books of one hundred fifty (150) tickets with each ticket representing its own strip.

Ticket size of 4.0" x 8.0" in continuous form books of one hundred (100) tickets with each ticket representing its own strip.

Ticket size of 4.0" x 9.0" in continuous form books of one hundred (100) tickets with each representing its own strip.

Ticket size of 4.0" x 9.0" in continuous form books of fifty (50) tickets with each representing its own strip.

The resulting books measure approximately as follows:

Ticket	Width	Length	Depth
2.5" x 4" Tickets (300 per book)	4.0"	9.0"	¾"
4" x 4" Tickets (300 per book)	4.0"	8.0"	2 1/8"
4" x 6" Tickets (150 per book)	4.0"	6.0"	2 1/8"
4" x 8" Tickets (100 per book)	4.0"	8.0"	1.25"
4" x 9" Tickets (100 per book)	4.0"	9.0"	1.5"
4" x 9" Tickets (50 per book)	4.0"	9.0"	3/4"

2.3 Instant Ticket Acrylic Dispensers

It is **highly desirable** that all of the MSLC's Instant Ticket acrylic dispensers allow for all of the books sizes listed above and **should** be easily dispensed.

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

☐ *Our firm agrees that it will meet this **highly desirable**, the Instant Ticket acrylic dispenser **will** allow for all of the book sizes listed above and will be effortlessly dispensed.*

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

The books of tickets **will be** loaded into all MSLC acrylic dispensing units flat. In doing so, tickets **must** not be folded or distorted in any way.

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser(s) **will** allow for flat ticket loading and **will** not allow for any folding or distortion.*

3 Specification I - Single Unit Acrylic Dispensers

The single unit acrylic dispensers **must** be produced so that they can be pegboard or wall mounted, and **must** be capable of dispensing tickets under both of these conditions. The metal screws necessary for mounting conditions **must** be included in each individual pack. Units utilizing mounting plates for one (1) game **must** be available as are currently used by the MSLC.

Suitable holes **shall** be put in the mounting plates to correspond with holes in the body of the tickets.

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser(s) **will** allow for pegboard and or wall mounts, and **will** be capable of dispensing tickets under both of these conditions.*

3.1 Colors

The Acrylic Dispenser (s) **must** be made of clear materials only.

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser **will** be made of clear materials only.*

3.2 Materials

The acrylic dispenser **must** be made of materials as specified below. The entire body **must** be constructed of no less than .220 inches cell cast acrylic sheet with the following minimum industry standards (Please see the photo attachment P for specifics):

- A. Industry specifications ASTM D702 Type II grade 3 general purpose sheet and/or Type III grade 3 general purpose sheet **must** be used.
- B. Federal specification L-P-391, Type I grade C general purpose sheet **must** be used.
- C. Light transmittance on all clear acrylic used on the Instant Ticket acrylic dispenser s **must** be at least 92%. The fronts, backs, tops, and doors **must** be constructed of no less than .118 inches acrylic clear colorless for the clear units. The ticket slide on all units **must** be constructed of no less than 09" clear colorless acrylic.
- D. The Single Ticket acrylic dispenser **must** have acrylic sheet measuring 4.25" x 1", affixed to the front, 1" from the bottom of the unit.
- E. A second 4.25" x 1" affixed to the outside bottom 1" down in front, flush with the cover **must** be used.
- F. The ticket transport roller **must** be constructed of up to .625" (outside diameter) clear acrylic tubing.
- G. Ticket roller bearings **must** be constructed of Nylon Zytel 101 mold or materials of equivalent quality. (Applies only to the single units, each unit should include a spare set of bearings).
- H. Snap fasteners (bearing retainer) **must** be constructed of no less than Nylon Zytel mold grade or materials of equivalent or better quality.
- I. Currently the MSLC is utilizing a secure cam lock – Camlock #437N090E, ES Corp., all are keyed alike to CH751 with one key per lock. Stainless steel scalps on shell and olive dichromate plating. In the locked position the cam protrudes slightly through an opening in the acrylic. The key removable only in locked position. The unit **must** be

priced in this manner (see Cost Table - Attachment C). The MSLC is also seeking a more cost effective solution to secure the removable face plate. Bidder may supply an alternative to the key system currently used and priced in this manner (see Cost Table - Attachment C). Any such alternative **must** be completely described by the Bidder, including details as to the design and materials. **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.

- J. Mounting plates **must** be made of material at least equal in durability, strength and aesthetic appeal as that currently being used on existing MSLC Instant Ticket acrylic dispensers (i.e. 3/16" White Hi-impact prime Coextruded #752 Forming Grade Styrene). Suitable Holes **shall** be put in the mounting plate to correspond with mounting holes in the body of the ticket Instant Ticket acrylic dispensers. The plates **must** measure 3.875" wide by 12" long for the one (1) game unit.

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser **will** be made from .220 inches cell cast acrylic sheet for the entire body and of materials and design as outlined above in A-J.*

3.3 Dimensions, Loading, and Construction

The physical dimensions of units supplied under a contract resulting from this RFR **must** be the same as the samples submitted.

Single Game Unit (One (1) book of three hundred (300) tickets, one hundred fifty (150) tickets, one hundred (100) tickets, or fifty (50) tickets).

The outside dimensions on this unit **must** be:

- i. Height: 5" max
- ii. Width: 4.625" max
- iii. Length: 10.5" max
- iv. Protective Material
- v. Velcro strip on lower inside 4.25" x 1" sheet opening through which tickets are dispensed. (This material protects the tickets as they are dispensed and prevents tickets from sliding back into the dispenser unit).
- vi. A second 4.25" x 1" affixed to the outside bottom 1" down in front, flush with the cover **must** be used.

Please see the photo attachment P for specifics.

This material **must** be at least equal in quality and performance to that used on the current MSLC acrylic dispensing units and **must** be designed to last for the life expectancy of the acrylic dispensing unit.

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser **will** be made to the specifications listed above in I-VI.*

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser **will** be equal in quality and performance to the current MSLC Instant Ticket acrylic dispenser and the design **will** meet or exceed its useful life.*

3.4 Acrylic Dispenser Packing

Each acrylic dispenser unit **shall** be individually packed with a level of protective materials necessary to ensure delivery from the Bidder. Complete installation and operating instructions **must** be included with each unit.

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser **will** be individually packed with appropriate protective materials necessary to ensure safe delivery. It **will** also include complete installation and operating instructions included with each unit.*

All individual packages **must** be clearly identified with the unit code and its purchase order number and the quantity contained in the master carton.

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser **will** be clearly identified with the unit code and purchase order number and quantity contained in the master carton.*

Refer to the Warehouse Management System Requirements detailed in this RFR (see Attachment R).

3.5 Instant Ticket Acrylic Dispenser Delivery Estimates

The delivery estimates given below are meant only as a rough guideline and are not guaranteed. The current estimates of the Instant Ticket acrylic dispenser needs are as follows:

Game	Year One (1)	Year Two (2)	Year Three (3)
Single Games	20,000	20,000	20,000

4 Specification II - Ten (10), Fifteen (15), and Twenty (20) Game Acrylic Dispensers

These specifications apply to all ten (10) game, fifteen (15) game, and twenty (20) game units.

4.1 Colors

The acrylic dispensers **must** be made of clear materials only.

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser **will** be made of clear materials only.*

4.2 Materials

The acrylic dispensers **must** be made of materials as specified below. The entire body **must** be constructed of no less than .220 inches cell cast acrylic sheet with the following minimum industry standards:

- A. Industry specification ASTM D702 Type II grade 3 general purpose sheet and/or Type III grade 3 general purpose sheet **must** be used.
- B. Federal specification L-P-391. Type I grade C general purpose sheet **must** be used. Light transmittance on all clear acrylic used on the acrylic dispensers **must** be at least 92%. The fronts, backs tops and doors **must** be constructed of no less than .118 inches acrylic clear colorless for the clear units.
- C. The ticket slide on all units **must** be constructed of no less than .09" clear colorless acrylic.
- D. A secure cam lock **must** be used. Camlock #437N090E, ES Corp., keyed alike to CH751 with one (1) key per lock. Stainless steel scalps on shell and olive dichromate plating. In the locked position. The cam should protrude slightly through an opening in the acrylic. The key is removable only in the locked position. One (1) per unit.

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser **will** be made to the specifications*

listed above in A-D.

4.3 Dimensions, Loading, and Construction

The physical dimensions of the units supplied under a contract resulting from this RFR **must** be identical to the samples submitted.

- A. Ten (10) Games Unit Five (5) levels of two (2) books side by side-books could be any combination of three hundred (300), one hundred fifty (150), One hundred (100) or fifty (50) tickets).

The outside dimension on this unit **must** be:

Height: 25" max

Width: 9.5" max

Length: 10.5" max

Hinged doors and display clamps.

- B. Fifteen (15) Game unit Five (5) levels of three (3) books side by side-books could be any combination of three hundred (300), one hundred fifty (150), one hundred (100) or fifty (50) tickets).

The outside dimensions on this unit **must** be:

Height: 25" max

Width: 14" max

Length: 10.5" max

Hinged doors and display clamps.

- C. Twenty (20) Game unit (5 levels of 4 books side by side-books could be any combination of three hundred (300), one hundred fifty (150), One hundred (100) or fifty (50) tickets).

The outside dimensions on this unit **must** be:

Height: 25" max

Width: 18.5" max

Length: 0.5"

Hinged doors and display clamps.

Please note: These specifications apply to **all ten (10) game, fifteen (15) game, and twenty (20) game units.**

Each level **must** have one (1) hinged door to open down in the back through which the books **must** be loaded, side by side (separated by acrylic barriers). For each book (game) there **must** be a clear plastic or acrylic display clamp permanently affixed to the inside front of the unit directly opposite the door. This clamp **must** be designed so that a 4 x 4 insert representing the game can **easily** be inserted such that customers could readily see the game being sold in that compartment if the dispensing unit was positioned with that side facing them. The display clamp **must** be durable, permanently affixed, and made to last for the life of the dispensing unit.

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser **will** be designed and made to the exact specifications listed above.*

4.4 Protective Material

These specifications apply to all ten (10) game, fifteen (15) game, and twenty (20) game units. Velcro style loop protective material **must** be affixed to the roof of each level just above the opening through which tickets are dispensed and also **must** be affixed to the top of each door (hinged) over which the tickets are dispensed. This material protects the tickets as they are dispensed and prevents tickets from sliding back in the acrylic dispenser unit. This material **must** be at least equal in quality and performance to that used on the current MSLC dispensing units and **must** be designed to last for the life expectancy of the dispensing unit.

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser **will** be made to the specifications listed above.*

4.5 Instant Ticket Acrylic Dispenser Packing

Each acrylic dispenser unit **shall** be individually packed with a level of protective materials necessary to ensure safe delivery. Complete installation and operating instructions **must** be included with each unit. Individual units **must** be master packed as follows:

Ten (10) game acrylic dispensers **shall** be packed one (1) per master carton;

Fifteen (15) game acrylic dispensers **shall** be packed one (1) per master carton;

Twenty (20) game acrylic dispensers **shall** be packed one (1) per master carton;

All individual packages **must** be clearly identified with the unit code and its purchase order number and quantity contained in the master carton.

Please note: Refer to the Warehouse Management System Requirements detailed in this RFR (see Attachment R).

The delivery estimates given below are meant only as a rough guideline and are not guaranteed. Current estimates of the Instant Ticket acrylic dispenser/display needs are as follows:

Year One (1)	Year Two (2)	Year Three (3)
750	750	750

Ten (10) Game:	Seven hundred fifty (750) per year
Fifteen (15) Game:	Seven hundred fifty (750) per year
Twenty (20) Game:	Seven hundred fifty (750) per year

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

☐ *Our firm agrees its Instant Ticket acrylic dispenser **will** be made to the specifications detailed above.*

5 Specification III - KENO Table Tent Double Display Unit

5.1 General

The KENO table tent double display unit **must** be designed so that MSLC customers on opposite sides of the table have access to the materials being displayed (i.e. betting slips, payout charts, brochures, and pencils). It is also **highly desirable** that the display unit is of quality construction, and its design **should** allow for easy access to the materials displayed. Please see the photo Attachment P for specifics.

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

☐ *Our firm agrees its KENO table tent double display unit **will** be designed so that MSLC customers on opposite sides of the table have access to the materials being displayed*

The physical dimensions of the KENO table tent double display unit supplied under a contract resulting from this RFR **must** be the same as the samples submitted.

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

☐ Our firm agrees that it will meet the **highly desirable** requirement by having the unit be of good quality, and allow for easy access to materials displayed.

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

5.2 Colors

The KENO table tent double display unit **must** be clear only.

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

☐ Our firm agrees its KENO table tent double display unit **will** be made of clear materials only.

5.3 Materials

The bodies and pockets of the KENO table tent double display unit **must** be constructed of no less than .118 "cell cast acrylic sheet with the following minimum industry standards:

- A. Industry specification ASTM D702, Type II, grade 3, general purpose sheet **must** be used.
- B. Federal specifications L-P-391, Type I, grade C general purpose sheet **must** be used.

Please see the photo Attachment P for specifics.

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

☐ Our firm agrees its KENO table tent double display unit **will** be made as quantified above.

5.4 Specifications

A one (1) color (PMS 2955) or agreed upon by the MSLC a current MSLC logo, **must** be affixed permanently on the front lip section of the KENO display units. This logo **will** be supplied by the MSLC upon contract award and request.

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

☐ Our firm agrees its KENO table tent double display unit **will** be affixed with a color agreed upon by the MSLC a current MSLC logo permanently on the front lip section.

Each of the two (2) pockets on the KENO table tent double display unit **must** hold at least one hundred fifty (150) betting slips. Both pencil holders on the KENO table tent double display unit **must** hold at least six (6) pencils each.

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

☐ *Our firm agrees its KENO table tent double display unit **will** be made as quantified above.*

5.5 KENO Table Tent Double Display Unit Packing

Each KENO display unit **must** be sealed in a polyurethane bag (or something of equal protective ability) and thirty (30) units should be packed per master carton. The master cartons **shall** be sealed and clearly marked with the item number and/or description, quantity of units, and the purchase order number.

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

☐ *Our firm agrees its KENO table tent double display unit **will** be packaged in a polyurethane bag with thirty (30) units packed per master carton. The master cartons **will** be sealed and clearly marked with the item number and/or description, quantity of units, and the purchase order number.*

5.6 KENO Table Tent Double Display Unit Delivery

The delivery estimates given below are meant only as a guideline and are not guaranteed. The current estimates of the KENO table tent double display unit are as follows:

Year One (1)	Year Two (2)	Year Three (3)
25,000	25,000	25,000

6 Specification IV - New MSLC Concept - Single Acrylic Dispensers

6.1 Colors

The acrylic dispenser **must** be made of clear materials, only.

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

☐ *Our firm agrees its New Concept Single acrylic dispensers **will** be made of clear materials only.*

6.2 Materials

The New Concept Single acrylic dispenser **must** be made of materials as specified below. The entire body **must** be constructed of no less than .220 inches cell cast acrylic sheet with the following minimum industry standards:

- A. Industry specification ASTM D702 Type II grade 3 general purpose sheet and/or Type III grade 3 general purpose sheet **must** be used.
- B. Federal specification L-P-391, Type I grade C general purpose sheet **must** be used. Light transmittance on all clear acrylic used on the acrylic dispensers **must** be at least 92%. The fronts, backs, tops, and doors **must** be constructed of no less than .118 inches acrylic clear colorless for the clear units.
- C. All New Concept Single acrylic dispensers **must** be constructed of no less than 09" clear colorless acrylic.
- D. Snap fasteners (bearing retainer) **must** be constructed of no less than Nylon Zytel mold grade or materials of equivalent quality.
- E. The New Concept Single acrylic dispensers **must** be produced so they can be base counter mounted in the horizontal feed position.
- F. The New Concept Single acrylic dispensers **must** have a mounting plate base system to snap or slide into that is secured by metal screws to the counter or shelf.
- G. The New Concept Single Acrylic dispensers base plates **must** be available to be ordered separately (see Attachment C). **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.
- H. The New Concept Single Acrylic dispensers **must** have metal screws included in each individual pack.
- I. All tickets **must** be loaded through the front section and stored flat within the acrylic dispenser. All tickets **must** not be folded or distorted in any way.
- J. It is **highly desirable** that all of the New Concept Single acrylic dispensers **should** be of good quality, and allow for tickets to be easily dispensed.

Please see MSLC's drawing Attachment Q for details.

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

meets these requirements.

- ☐ Our firm agrees its New Concept Single acrylic dispensers **will** be made in accordance with the specifications itemized above in A-I.

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

- ☐ Our firm agrees that it will meet the **highly desirable** requirement by having all of the New Concept Single acrylic dispensers be of good quality, and allow for tickets to be easily dispensed.

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

6.3 Overall External Measurements

The following specification **must** be met:

11.0" inches long;
5.0" inches wide;
6.0" inches tall.

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

- ☐ Our firm agrees its New Concept Single acrylic dispensers **will** be made in accordance with the specifications enumerated above.

6.4 Front Panel

The front panel **must** be completely removable or bottom hinged with a lock/release system designed into the front panel of sufficient strength for both instant ticket security and ease of pull through ticket dispensing. Please see Attachment P and Attachment Q for specifics.

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

- ☐ Our firm agrees its New Concept Single acrylic dispensers **will** be made in accordance with the specifications addressed above.

The acrylic dispenser slot **must** be 4.125" wide constructed in a manner that provides both up pressure to hold the ticket securely in the slot, please see the photo Attachment P for specifics. The acrylic dispenser slot **must** perform in a manner that allows easy and accurate dispensing of tickets without defacing the ticket or allowing tickets to retract back into the acrylic dispenser.

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.

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

☐ *Our firm agrees its New Concept Single Acrylic dispensers **will** be made in accordance with the specifications listed above.*

The front panel **must** contain the following:

- A. Lock or face plate securing mechanism;
- B. Clear and unobstructed 4"x4" graphic card window with slots/clips to hold graphics card built in;
- C. Space for ticket number on left front lower;
- D. Space for acrylic dispenser feed slot 4.125" wide in center;
- E. Space for ticket denomination on lower right.

Please see Attachments P and Q for details.

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

☐ *Our firm agrees its New Concept Single acrylic dispenser's front panel **will** be made in accordance with the design requirements listed above.*

6.5 Side Panels

Side panels **must** be constructed in a manner that allows multiple units to connect to each other forming a solid unit. The connection configuration **must** be included in the construction and size parameters of each individual acrylic dispenser. Please see the photo attachment P for specifics.

Side panels should include on both the front and the back section a channel molded into the upper and lower section of the panel allowing for a colored acrylic strip – 1" deep x 6" tall (strictly ascetics) to be slide in between dispensers connected together or used independently. The colored acrylic strip **must** be available to be ordered separately (see Attachment C). **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.

Please see Attachment Q for details.

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

☐ *Our firm agrees its New Concept Single Dispensers side panel **will** be made in accordance with the design requirements listed above.*

6.6 Top and Bottom Panel

Both top and bottom panels of the dispenser **must** have the ability to connect to each other forming a solid unit. The connection configuration **must** be included in the construction and size parameters of each individual dispenser. Please see the photo Attachment P for specifics.

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

☐ *Our firm agrees its New Concept Single Dispensers top and bottom **will** be made in accordance with the design requirements detailed above.*

6.7 Base Unit

Utilizing the same manufactured solution that allows the dispensers the ability to connect to each other both top and bottom and side to side. The base unit **must** be available to be ordered separately (see Attachment C). Allowing the base unit to be installed securely with metal screws onto a shelf top or countertop with the dispensing unit system inserted and locked into place in the base.

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.

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

☐ *Our firm agrees its New Concept Single Dispensers base unit **will** be made to meet the design requirements listed above.*

6.8 Rear Panel

The rear panel **must** be designed with the following (please see the photo attachment P for specifics).

- A. Clear and unobstructed 4"x4" graphic card window with slots/clips to hold graphics card built in;

- B. Space for ticket number on left lower front;
- C. Space for ticket denomination on lower right.

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

☐ *Our firm agrees its New Concept Single Dispensers rear panel **will** be made in accordance with the design requirements listed above.*

6.9 New Concept Instant Ticket Dispenser Packing

Each dispenser unit **shall** be individually packed with a level of protective materials necessary to ensure delivery by the Bidder. Complete installation and operating instructions **must** be included with each unit.

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

☐ *Our firm agrees its New Concept Single Dispensers rear panel **will** be made to meet the requirements detailed above.*

All individual packages **must** be clearly identified with the unit code and its purchase order number and quantity contained in the master carton.

Please note: Please refer to the Warehouse Management System Requirements described in this RFR and Attachment Q.

7 Specification V - Pull Tab Dispenser/Display Unit

7.1 General

Pull Tab displays **must** be designed to display one thousand (1,000) – 7/8" x 3 7/8" pull tab tickets and be equipped with a cash box and cash box drawer. Please see the photo Attachment P for specifics.

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

☐ *Our firm agrees its Pull Tab Dispenser **will** be designed to display one thousand (1,000) – 7/8" x 3 7/8" pull tab tickets and **will** be equipped with a cash box and cash box drawer.*

The physical dimensions of the unit should sit on a lockable cash draw that is 3" H x 10 ½" wide x 9 ½" deep. The dispenser should be 12" H x 10 ½" W and 9 ½" D. It is **highly desirable** that the unit be of good quality, and **should** easily operate as designed.

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

☐ *Our firm agrees its Pull Tab Dispenser/Display **will** be designed as defined above.*

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

☐ *Our firm agrees that it will meet the **highly desirable** requirement by having the unit be of good quality, and easy to operate as designed.*

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

7.2 Colors

Pull tab displays **must** be made of clear materials only.

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

☐ *Our firm agrees its Pull Tab Dispenser/Display **will** be made of clear materials only.*

7.3 Materials

The sides are constructed of ¼" clear cast acrylic. The back, front, bottom and top (door) are constructed of 3/16" clear cast acrylic. The bin **must** be mechanically fastened to a cash box. The cash box frame is constructed of one (1) piece of sheet metal (0.5") with a powder coated blue textured finish (#IF 3016). The drawer for the cash box **must** be constructed of Hi-Impact Polystyrene (.15") and **must** be made to slide into the cash box frame. A cam lock **must** be built into the front of the drawer to secure the unit in a closed position. Two (2) keys **must** be provided with each unit. A one (1) color (PMS 2955) current MSLC logo **must** be permanently affixed to the bin in two (2) positions of high visibility.

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

☐ *Our firm agrees its Pull Tab Dispenser/Display **will** be made of the materials listed above or better.*

7.4 Pull Tab Dispenser Packing

Each unit **must** be packed with that level of protective materials necessary to ensure safe delivery. Complete installation and operating instructions **must** be included with each unit. All packages **must** be clearly identified with the unit code and purchase order number.

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

meets these requirements.

- ☐ Our firm agrees its Pull Tab Dispenser **will** be individually packed with appropriate protective materials necessary to ensure safe delivery. It **will** also include complete installation and operating instructions included with each unit.

All individual packages **must** be clearly identified with the unit code and its purchase order number and quantity contained in the master carton.

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

- ☐ Our firm agrees its Pull Tab Dispenser **will** be packed and clearly identified with the unit code, its purchase order number and the quantity contained in the master carton.

7.5 Pull Tab Dispenser Delivery

The delivery estimates given below are meant only as a guideline and not guaranteed. Current estimates of the Pull Tab display needs are as follows:

Year One (1):	One hundred (100) units or approximately twenty five (25) units/month.
Year Two (2):	One hundred (100) units or approximately twenty five (25) units/month.
Year Three (3):	One hundred (100) units or approximately twenty five (25) units/month

8 Warranties

Non-Yellowing Warranties

All Bidders **must** provide a warranty of at least ten (10) years on non-yellowing of the acrylic materials used for the all the dispensers/displays required in this RFR. The warranty would be in effect for ten (10) years from the date of delivery of that item as determined from the records of the MSLC and the Bidder.

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

- ☐ Our firm agrees it **will** provide a ten (10) year unconditional warranty on non-yellowing of the acrylic materials used for the all the goods required in this RFR.

8.1 Product Warranties

All Bidders **must** provide an unconditional warranty of at least five (5) years on the workmanship and material for all goods delivered to the MSLC under this RFR. The warranty would be in effect for five (5) years from the date of delivery as determined from the records of the MSLC and the Bidder.

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

- ☐ *Our firm agrees it **will** provide a five (5) year unconditional warranty on the workmanship and material for all goods delivered to the MSLC under this RFR.*

8.2 Time Frame

Upon designation and award, the Bidder and the MSLC **must** prepare a detailed, mutually satisfactory delivery plan, specifications documents, and a full timeline. The delivery **must** occur by an agreed upon written agreement approved by the MSLC.

It is **highly desirable** that the goods requested in this RFR be delivered within one hundred twenty (120) days from the commencement date of the contract. If responding Bidders cannot meet the desired timeline, please state the expected completion timeline.

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

- ☐ *Our firm agrees that it **will** prepare a detailed, mutually satisfactory delivery plan, specifications documents, and a full timeline. It will also present a written delivery plan that will be approved by the MSLC.*

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

- ☐ *Our firm agrees that it **will** meet this **highly desirable** timeline, by providing delivery to the MSLC within one hundred twenty (120) days from the commencement date of the contract.*
- ☐ *Our firm is unable to meet this **highly desirable** timeline. However, we would be able to provide delivery to the MSLC by: _____ days from the commencement date of the contract.*

It is **desirable** that the Bidder from time to time advise the MSLC of future industry trends and of new concepts/designs.

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

☐ *Our firm agrees that it **will** from time to time advise the MSLC of future industry trends and of new concepts/designs.*