

The Commonwealth of Massachusetts
*Massachusetts State Lottery Commission
(MSLC)*



REQUEST FOR RESPONSE (RFR)

For

DOCUMENT TITLE: Lottery Retail Management System

DOCUMENT NUMBER: RFR LOT # 1309

RFR LOT # 1309

RFR Release Date: July 12, 2013

RFR Response Due Date: August 2, 2013 at 1:00 p.m.

GENERAL INFORMATION

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

Best Value Selection and Negotiation- The Procurement Management Team (PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that **will** achieve the procurement goals of the department. The PMT and a Selected Bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the Selected Bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the Selected Bidder's or contractor's original response.

Bidder Communication - Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the PMT regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the Bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

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

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

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

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

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

Comm-PASS Basic Service **will** provide a subscriber with:

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

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

Commonwealth Tax Exemption - Payment vouchers or invoices submitted to the MSLC **must** not include sales tax.

Conflict of Interest - Prior to the award of any contract, the vendor shall certify in writing to the procuring agency that **no** relationship exists between the vendor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the vendor and another person or organization that constitutes a conflict of interest with respect to a state contract. No official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this project **shall**, prior to the completion of this project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

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

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

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the continuing participation of quality Vendors; and 8) supports Commonwealth and Department procurement planning and implementation. [801 CMR 21.01 (1)].

The PMT may select the response(s) which demonstrates the best value overall, including proposed alternatives which **will** achieve the procurement goals of the department. The PMT and a Selected Bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the Selected Bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the Selected Bidder's or contractor's original response.

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

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

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

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

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

Electronic Communication/Update of Bidder's/Contractor's Contact Information - It is the responsibility of the prospective bidder and awarded contractor to keep current the email address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective Bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective Bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/awarded contractor and the PMT to be lost or rejected by any means including email or spam filtering.

Electronic Funds Transfer (EFT) - All Bidders responding to this RFR **will** be required to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](http://www.mass.gov/osd) page (www.mass.gov/osd). Additional information about EFT is available on the [VendorWeb](http://www.mass.gov/osc) site (www.mass.gov/osc). Click on MASSfinance.

Successful Bidders **will** be required to enroll in EFT as a contract requirement by completing the *Authorization for Electronic Funds Payment Form*. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, **shall** not be considered a public record and **shall** not be subject to public disclosure through a public records request. If the Bidder is already enrolled in the program, the Bidder **will** be able to indicate so in its response. The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason **must** be documented in its response. The PMT **will** consider such requests on a case-by-case basis and communicate the findings with the Bidder.

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

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

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

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required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, 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: www.mass.gov/epp. The Order can be seen at:

<http://www.mass.gov/governor/legislationeeexecorder/executiveorder/executive-order-no-515.html>

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

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

Evaluation Components - The evaluation criteria is designed to select proposals that offer the best value to the Lottery. Only responsive proposals that meet all required specifications and procedures, as outlined in the RFR, **will** be evaluated, scored and qualified by the PMT. The following components **will** be some of the criteria considered by the Procurement Management Team (PMT) when evaluating each Response: Supplier Diversity Program (SDP), **Desirable s**, **Highly Desirables**, Cost, and Invest in MA.

Estimated Provisions - The Commonwealth makes no guarantee that any Commodities or Services **will** be purchased from any Contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

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

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

Information Technology - All IT systems and applications developed by, or for Executive department agencies or operating within the Massachusetts Access to Government Network (MAGNet), conform with the Enterprise Information Technology Policies, Standards and Procedures promulgated by the Commonwealth's CIO. Non-conforming IT systems cannot be deployed unless the purchasing agency and their contractor have jointly applied for and received in writing from the Commonwealth's CIO or his designee, notice that a specified deviation **will** be permitted. The Enterprise Information Technology Policies, Standards and Procedures, with the exception of the Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards, are available at mass.gov/itd. The Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also

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obtain a current copy of these documents, on behalf of their contractor, by contacting the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808.

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

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

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

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

Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" **shall** include, but **shall** not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" **shall** not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" **shall** not include, and in no event **shall** the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event **shall** "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a contract. Nothing in this section **shall** limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation **must** specifically reference Section 11 of the Commonwealth Terms and Conditions.

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

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

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

Commercial General Liability Insurance - for all damages arising out of bodily injury or death, or damage to personal or real property incurred with respect to work performed under this contract. Said insurance **shall** provide for bodily injury and

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property damage coverage liability limits of one million dollars (\$1,000,000) per person with an annual aggregate of three million dollars (\$3,000,000) per event.

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

Invest in Massachusetts - The MSLC encourages investment in our local economy and is committed to advancing the creation and preservation of jobs in the Commonwealth. As a result, Bidders **must** submit an *Invest in Massachusetts Data Form* (the "IMD Form"). Bidders, regardless of their certification status, are required to complete Parts I and II of the IMD Form in order to be deemed responsive and eligible for consideration. Bidders who are able to and do certify in Part III of the IMD Form that fifty percent (50%) or more of the work-hours performed in connection with any contract arising out of its RFR Response **will** be performed in Massachusetts **will** Business and Technical evaluation points. The IMD Form **will** stand for five percent (5%) of the Bidder/Proposer's Business and Technical evaluation points.

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

Evaluation Criteria- 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 Commonwealth to receive a Contract award.

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

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

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

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

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

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

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

Prime Contractor Responsibility - The MSLC requires a single point of responsibility for performance of any Contract that may result from this RFR. Subcontractors may be used, but the Prime Contractor **must** accept full responsibility for the subcontractor's performance. All subcontractors **must** be identified by the Prime Contractor and the Prime Contractor **must** describe the type of contractual arrangement that **will** exist with all subcontractors. The Prime Contractor **shall** be responsible for meeting all of the terms of the Contract resulting from the RFR. Prior approval of the department **is required** for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required

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to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Prompt Payment Discounts (PPD) - All Bidders responding to this procurement **should** agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. Bidders **should** submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the PMT. The PMT **will** review, negotiate or reject the offering as deemed in the best interest of the Commonwealth. Please note that PPD may be considered in the evaluation process.

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

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

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

- a) fails to adhere to one or more of the provisions established in this RFR;
- b) fails to submit its bid at the time or in the format specified herein, or to supply the minimum information requested herein;
- c) fails to meet unconditionally all of the **mandatory** performance and business specifications of this RFR;
- d) fails to state in writing its acceptance of the **mandatory** terms and conditions in Attachment A of this RFR as they appear in Attachment A without change or alteration;
- e) fails to submit its bid, to the required address, before or on the deadline date established by the Procurement Calendar;
- f) materially misrepresents its services or provides demonstrably false information in its bid;
- g) fails to submit costs on the Cost Table (Attachment C), or to guarantee the costs for ninety (90) days;
- h) refuses to provide clarification, if requested by the Procurement Committee; or
- i) fails to sign a Contract within ten (10) business days of receipt of the Contract for signing.

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

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

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

Service Representative - The selected Vendor **must** assign (a) service representative(s) which the MSLC may contact regarding the service performance during the contract term. The MSLC reserves the option to require that the individual(s) be replaced if it finds that they are not responsive or compatible.

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

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

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

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

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

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

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

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

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

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

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

Section I - Purpose of Procurement

The Massachusetts State Lottery Commission (MSLC) intends to purchase a Lottery Retail Management System that **will** provide the MSLC Sales Representatives with the information necessary to increase sales and build relationships with the Lottery Retail Agents.

Section II - Acquisition Method

This procurement **will** be an outright purchase.

Section III - Single or Multiple Contractor Contract

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

Section IV - Single or Multiple Users

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

Section V - Anticipated Duration of Contract

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

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

Section VI - Anticipated Expenditures

The expenditure associated with this procurement is to be determined.

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

The Vendor **will** be bound by the terms of the contract and the MSLC **will not** be responsible for price increases due to market fluctuations or product availability.

Section VII - Performance Requirements and Contract Specifications

A. RETAIL MANAGEMENT SYSTEM SOFTWARE

Neither the Successful Vendor nor any of its approved subcontractors or joint venturers **shall** have any proprietary rights or interests in the software, hardware, patents, copyrights, equipment, firmware, mask works, trademarks (and the goodwill associated therewith) and service marks (and the goodwill associated therewith), products, materials, intellectual properties developed, data, documentation, approaches, systems, programs, methodologies, or concepts developed, produced or provided in connection with the services provided exclusively for the MSLC under the this contract (collectively, the “MSLC Intellectual Properties”). All such MSLC Intellectual Properties, including all intellectual property rights therein, **shall** belong exclusively to the MSLC, and **shall**, to the greatest extent possible be deemed to be “works made for hire” for the MSLC.

The MSLC grants, to the Successful Vendor during the period from the effective date of the contract until the contract expires or is otherwise terminated, a non-exclusive license to use, sublicense, modify and create derivative works of the MSLC Intellectual Properties which are owned by the MSLC and created solely by the Successful Vendor, or its approved subcontractors or joint venturers, provided such use by the Vendor is only for the benefit of the MSLC and solely for the purpose of performing the contract.

The Successful Vendor grants to the MSLC a perpetual, royalty free license to use, sublicense the use of, modify and create derivative works of any and all proprietary materials owned by it including, but not limited to, software, hardware, patents, copyrights, equipment, firmware, mask works, trademarks (and the goodwill associated therewith) and service marks (and the goodwill associated therewith) and used in connection with the system or performance of the contract (collectively, the “Vendor Licensed Intellectual Properties”), and the Successful Vendor irrevocably grants to the MSLC the necessary rights and authority to modify such Vendor Licensed Intellectual Properties and to create derivative works in any manner the MSLC deems necessary. It is the intent of the MSLC that it has control over all such Vendor Licensed Intellectual Properties in a manner consistent with ownership thereof. The intent of the MSLC is that the MSLC is able to continue to use any or all of the Vendor Licensed Intellectual Properties that it chooses in the conduct of its Lottery games and other activities, if in the discretion of the MSLC it is in the best interests of the Lottery and the MSLC to do so, after the expiration or termination of the contract. A necessary component of such operations is for the MSLC to have access to the source code, operational diagrams and other proprietary materials so that the MSLC, or contractors engaged by MSLC, if the Successful Vendor is unable or unwilling to supply upgrades, modifications or other necessary support, can perform such functions so as not to jeopardize the operation of the Lottery. The Successful Vendor **shall** deposit the source code to all software in the MSLC Intellectual Properties, Vendor Licensed Intellectual Properties and other proprietary materials with an independent third party, acceptable to the MSLC and under terms acceptable to MSLC, to be accessed by the MSLC in the event of breach, expiration or termination of the contract.

I. Current Environment

The MSLC sales force consists of seventy (70) sales representatives and five (5) district managers, located throughout the Commonwealth. The headquarters is located in Braintree and there are five (5) Lottery regional offices located in Boston, New Bedford, Springfield, Woburn, and Worcester. In addition, there are warehouse facilities in Braintree and Canton and a back-up data center. The Lottery sales staff uses tablet devices, giving them access to email, MS Office, Internet, and a Sales Reporting and Ordering System. Each Lottery Sales Representative has a territory consisting of approximately one hundred sixty (160) Lottery Retailers whom they visit bi-weekly. Lottery Sales Representatives are responsible for instant ticket management, online game sales, point-of-sale (POS) placement, promotion implementation, review of sales goals and achievements and recruiting new Lottery Retailers. The MSLC Sales Representatives **will** use the Retail Management System software to monitor sales, to place instant ticket orders, for time management, and to document management and inventory control. MSLC Information Technology personnel **will** use the software for content monitoring, end-user support, information verification, query development, interface testing, and user acceptance testing.

II. Requirements – Overview

- a. The MSLC plans to deploy a Lottery Retail Management System that **will** automate the gathering and dissemination of Lottery Retailer and sales data to the MSLC Sales Representatives. The system **must** reside on an iPad platform. Additionally, desktop software with all functions **must** be available at each regional and home office. The desktop software **must** be accessible from the user’s web browser and support the latest versions of Windows/MAC compatible browsers. The system provided **must** be user friendly and flexible.
- b. It is **highly desirable** that the system provide for future growth in functionality and is able to support added requirements as these are identified. Please provide details as to how this **will** be accomplished.
- c. The system **must** allow the sales staff to download the most current information about their Lottery Retailers, including but not limited to, instant ticket inventory, level of sales, historical information, special reports, informational messages, and winning ticket information. Data loaded into the system **must** always be no later than the prior calendar date. Any data download (except entire regions) **must** be completed within a maximum of ten (10) minutes, regardless of concurrent usage.

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d. The system **must** be capable of uploading and downloading to and from the online gaming system and/or the internal control system complete Lottery Retailer demographic, sales, and route information, notes, changes to Lottery Retailer contact information, and POS orders.

The system **must** also provide the capability to download current instant and online game data including but not limited to: current jackpot information, winning ticket information, instant ticket graphical illustration, etc.

e. The iPad itself, with all loaded software and data, **must** be transferable immediately to another user (with appropriate sign-on credentials). Minimal MSLC IT assistance **should** be required.

f. The MSLC **will** conduct an extensive acceptance test of the final system before each deployment phase. A separate test and development environment **must** be included in the overall network design.

g. The MSLC **requires** a phased-in installation consisting of:

Phase 1 – installation and acceptance testing of all system functions, except the ordering of instant tickets, supplies, and POS items.

Phase 2 – installation and acceptance of the Ordering function and deployment of the complete system.

h. Qualified Vendors **must** have a similar system currently installed and supported in North America.

i. It is **desirable** that the system allows for mileage (calculations) reporting and the tracking of promotional material(s).

III. Requirements - Software Capability

a. The Lottery Retail Management System software **must** be a Windows/MAC compatible Web browser based solution with easy to use on-screen tools that allow the ability to create and modify fields, tables, views, etc.

b. The Lottery Retail Management System software **must** allow the downloading of the Lottery Sales Representative's daily route list, with the ability to sort on any of the headings. The software **will** allow a Lottery Sales Representative or a Lottery District Manager to move specified Lottery Retailer(s) from one route to another.

c. It is **highly desirable** that the Lottery Retail Management System software provide the ability to create forms, queries and reports. The response **should** describe in detail all reporting capabilities including canned reports and ad-hoc reporting features.

d. The Lottery Retail Management System software **must** provide the ability to download data from any Lottery Retailer in the region that may be outside the assigned territory.

e. The Lottery Retail Management System software **should** provide the ability to display Lottery Retailer locations in a commonly used graphical mapping format.

f. The Lottery Retail Management System software **must** provide the capability of linking instant inventory data to each specific Lottery Retailer and provide the ability to sort against all fields. It **must** provide a suggested instant ticket order for the Lottery Retailer. The Successful Bidder **must** be able to describe in detail how the suggested instant ticket order is calculated. The Vendor **must** modify any such calculation as the MSLC may require. The software **must** provide detailed pack information on every instant game pack at a retailer's location. This **must** include status of pack (issued, activated, and settled). The software **must** include alerts if the game pack has been recalled, the pack is issued over one hundred eighty (180) days, the pack is activated over one hundred twenty (120) days, or the game is out of stock.

g. It is **desirable** that the Lottery Retail Management System software provide the ability to generate an action item list for each Lottery Retailer.

h. The Lottery Retail Management System software **must** provide the following for each Lottery Retailer:

1. Sales History
2. Suggested Instant Ticket Order
3. Big Ticket Winners above a MSLC defined monetary value.

i. The Lottery Retail Management System software **must** provide a Service History screen that has the capability of accepting the entry of notes/comments for each Lottery Retailer visit. A predefined menu of standard categories and selectable associated actions along with the ability to enter free form text

must be provided. The MSLC **shall** have the capability of customizing and updating the standard comments without losing any historical data. This service history **must** be available to any user who can view that Lottery Retailer.

- j. It is **highly desirable** that the Lottery Retail Management System software provide the ability to order various point-of-sale (POS) items and supplies from a predefined list by entering quantities for the POS items and be able to upload a POS order automatically to the MSLC when connected for processing.
- k. The Lottery Retail Management System software **must** provide for integrated email, task listing, and calendar functionality using Microsoft Outlook Web Access or the Exchange Account in the mail application.
- l. It is **highly desirable** that the Lottery Retail Management System software provide the ability to download and upload templates for special documents such as Lottery Retailer surveys, promotional forms, Lottery Retailer applications, etc. This information **should** be able to be exported electronically or printed to a local or networked printer.
- m. The Lottery Retail Management System software **must** have the ability for administrative access to update, delete and add lottery specific data elements.
- n. The Lottery Retail Management System software **should** have the ability to display Lottery Retailer sales and sales comparison data in a graphical format.
- o. The Lottery Retail Management System software **should** have the ability to develop, track, and report MSLC specified sales goals by Sales Representative, Lottery Retailer, trade style, product, region, and state.
- p. The Lottery Retail Management System **must** be able support the following number of users:
 - 75 Lottery Sales Representatives
 - 25 MSLC personnel
- q. The Lottery Retail Management System software **must** provide Instant game information for every game. Game start date and winners tier table **must** be provided. Game status such as game recalled, out of stock, and low inventory **must** be provided.
- r. It is **highly desirable** that the Lottery Retail Management System software provide for new games to appear two (2) weeks prior to the game start date.
- s. It is **highly desirable** that a retailer's new initial distribution be displayed, and an alert status appears on a retailer that does not have an initial distribution.
- t. The Lottery Retail Management System software **must** provide sales summaries broken down by game for online games, and by price point for instant games. Current and previous week's sales **must** be able to be compared to Lottery defined week averages. Quarter to date sales comparisons **must** be defined.
- u. It is **highly desirable** that the Lottery Retail Management System software provide the ability to create Planograms.

IV. Requirements – Technical

- a. The proposed system **must** be capable of interfacing with the MSLC's Network, using TCP/IP standard protocol. The current MSLC network is based on Microsoft's Active Directory framework, and is using Windows 2008 or above. The MSLC email system is Microsoft Exchange. The MSLC **will** provide all necessary hardware, including servers and iPads. It **will** be the Vendor's responsibility to configure the Vendor's application on the servers and iPads.
- b. At the MSLC headquarters, the database of choice is Microsoft's SQL Server 2012 Business Intelligence. The environment in which the users are running their applications is a Windows environment.
 - i. The Vendor **must** describe how the system **will** function in a Windows/MAC environment as a centralized application.
 - ii. The Vendor **must** provide recommended hardware requirements to support the anticipated number of users.
 - iii. The Vendor **must** provide the anticipated database size requirements.
 - iv. The Vendor **must** provide the anticipated database server load for the anticipated number of users.

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- v. The Vendor **must** describe any built-in database maintenance and integration tools provided to support the database and provide clear database maintenance requirements for the system that the MSLC Network and Support staff **is required** to perform.
- vi. Vendor **should** describe capabilities of accessing the Lottery Retail Management System from a workstation.
- vii. The proposed database solution **must** be ODBC compliant.
- c. The Lottery Sales Representative, via the iPad devices utilizing a Verizon solution, **must** be able to quickly and easily connect to the MSLC network.
- d. The Vendor **shall** describe in detail their security features for the Lottery Retail Management System.
- e. The Vendor **must** identify all data requirements needed to support or load data into the Lottery Retail Management System. These data requirements **will** be reviewed by the MSLC to determine required modifications, if any, to these systems. It is understood that the MSLC IT personnel **will** be responsible for the gathering and passing of all pertinent data to the Lottery Retailer Management System. The MSLC requires that data formats conform to the MSLC's business model.
- f. The Vendor **must** develop and provide a detailed specification of all application, integration and network requirements for the system. This documentation **must** be reviewed and approved by the MSLC sixty (60) days prior to the start of acceptance testing.

V. Requirements – Training

- a. The Vendor **must** provide initial hands-on, on-site training with up to nine (9) separate sessions at MSLC office locations, as specified by the MSLC, for MSLC sales and IT staff designated by the MSLC.
- b. Each initial training session **must** consist of up to three (3) day sessions, **shall** be included in the price of the software, and **must** be inclusive of all expenses. In accordance with Attachment C, Cost Table and **shall** include all travel expenses. The Cost Table - Attachment C (One Original) **must** be sealed separately in an envelope with a separate removable media format and submitted with the bid. Do not include the Cost Table in the bid or copies.
- c. Training facilities **will** be the responsibility of the MSLC. The Vendor **must** provide written training manuals in electronic and written format for each user.
- d. The Vendor **must** provide any necessary training and documentation to ensure that ten (10) MSLC IT staff understand and can support the production environment. This includes, but is not limited to: end user support (passwords, access rights, etc), database administrative responsibilities, and network configuration trouble-shooting.
- e. The Vendor-provided training **must** be made available to the MSLC for the duration of the contract, including subsequent renewal periods.
- f. Post implementation vendor-provided training may be available to the MSLC in accordance with Attachment C, Cost Table and **shall** include all travel expenses. (The Cost Table - Attachment C (One Original) **must** be sealed separately in an envelope with a separate removable media format and submitted with the bid. Do not include the Cost Table- Attachment C in the bid or copies).

VI. Requirements – Warranty

- a. The Vendor **shall** warrant that the software **shall** be free of defects in materials and workmanship for the entire duration of the contract, including any extensions.
- b. The Vendor agrees that if either the design or functional failure causes the software to be inoperable or to fail to operate to its design specifications, the Vendor **shall** repair or replace the software as necessary. Such repair or replacement **shall** be performed at no charge to the MSLC for all such costs related to the repair or replacement such as labor, shipping and installation.
- c. The Vendor agrees that if either the design or functional failure causes the software to be inoperable or to fail to operate to its design specifications, the Vendor **shall** reimburse the MSLC for all damages and costs associated with such deficiencies or failure to operate, including lost revenue and lost profits.
- d. Upgrades and/or enhancements to the software **shall** be provided to the MSLC during the term of the contract at no additional cost to the MSLC for the entire duration of the contract, including any extensions.

VII. Requirements - Vendor Support and Software Maintenance and Updates

- a. The Vendor **shall** provide toll-free telephone support, which may include, but not be limited to, answering help questions or Vendor response to malfunctioning software. The telephone center **shall** be available to the MSLC from 8:00 a.m. to 5:30 p.m. Eastern Time (EST). In the event of software malfunction, the Vendor **shall** provide resolution to the problem by the next business day.
- b. The Vendor **must** provide immediate support if any nightly load process has an issue. The Vendor **must** provide immediate support in the event that any Instant ordering process fails. The Vendor **must** describe in detail how this **will** be accomplished.
- c. The Vendor **shall** specify any third party software with known incompatibilities to the Vendor's software product. The MSLC and the Vendor **will** work jointly to test compatibility of new software that the MSLC anticipates purchasing.
- d. The MSLC anticipates that it **will** provide and maintain control of the following two (2) interfaces to the server application: LAN, Internet. The Vendor **shall** specify the requirements for each type of interface.
- e. The Vendor **shall** provide contact information for the Vendor's software engineers to answer questions and resolve problems arising during the software deployment. Said information **shall** include mailing addresses, telephone numbers, cell phone numbers, pager numbers, and e-mail addresses.
- f. The Vendor agrees to inform the MSLC of any software patches or hot fixes available and to provide them to the MSLC at no additional charge.

VIII. Requirements – General

- a. The proposed solution **shall** include one hundred (100) licenses, with the option to purchase additional licenses at the same price for the entire duration of the contract, including any subsequent extensions.
- b. The Vendor **will** provide sufficient resources required to install, customize, test and implement the software solution to meet the initial functionality as defined by the MSLC.
- c. Following acceptance testing and user training, deployment **will** take place per MSLC's phase-in schedule.

IX. Requirements – Pricing

- a. Vendors **shall** complete **Attachment C, Cost Table**, for the proposed Lottery Retail Management System. The Cost Table (One Original) **must** be sealed separately in an envelope with a separate removable media format and submitted with the bid. Do not include the Cost Table in the bid or copies.
- b. Vendors **shall** price as a separate option onsite technical support for the term of the contract resulting from this RFR.
- c. Prompt Pay Discount (PPD) Vendors should specify what prompt payment discounts are available to the MSLC. It is desirable that the Vendor offers a Prompt Pay Discount (PPD). It is the policy of the Commonwealth of Massachusetts to pay bills on a forty-five (45) day cycle, unless a PPD is offered. Refer to the Commonwealth of Massachusetts – Standard Contract Form, Attachment B and to the Attachment B Instructions for "Payments and Prompt Pay Discounts". Also, complete Attachment K, "Prompt Pay Discount Form".

The Bidder must use the Cost Table provided in Attachment C and should make no changes, additions or deletions.

Costs which are not specifically identified in the Bidder's Response, and accepted by the MSLC as part of a Contract, **will** not be compensated under any Contract awarded pursuant to this RFR. Neither the MSLC nor the Commonwealth **will** be responsible for any costs or expenses incurred by Bidders responding to this RFR.

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

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

Any size, design, feature or item not assigned a cost or stated affirmatively to be N/C **will not** be eligible to be purchased under any contract awarded under this RFR.

IMPORTANT
The Cost Table (One Original)
Must be sealed separately in an envelope with a separate removable
media format and submitted with the bid.
Do not include the Cost Table in the bid or copies.

X. Project Timeline Development

Once a contract is awarded and approved, the Vendor and the MSLC **will** develop a detailed implementation project plan. This plan **will** incorporate all major steps of the project including roles and responsibilities. An acceptance testing date and system deployment date **will** be determined once requirements to the Internal Control System and/or the gaming system have been determined and approved. **It is highly desirable for the MSLC to have Phase I completed within one hundred twenty (120) days following the execution of the Commonwealth of Massachusetts ~ Standard Contract Form between the Successful Bidder and the MSLC. It is highly desirable for the MSLC to have Phase II completed within sixty (60) days following the completion of Phase I as determined by the MSLC.** If the responding Bidder(s) cannot meet the MSLC's desired time line, please state with specificity the expected completion timeline for Phase I and Phase II. Invoices are to be submitted upon completion of Phase II as determined by the MSLC. Payment will be made pursuant to the Commonwealth's Bill Payment Policy (<http://www.mass.gov/osc/publications-and-reports/policies/payments.html>), subject to any Prompt Payment Discount (PPD), and after approval by the MSLC of work completed.

B. RETAIL MANAGEMENT SYSTEM HARDWARE

The following listing of hardware describes the basic hardware that the MSLC intends as the platform for a Retail Management System.

I. PRODUCTION, TEST and BACKUP SERVERS

3 (three) HP DL380p Gen8 8-SFF CTO Servers
6 (six) HP 8GB 2Rx4 PC3L-10600R-9 Kits
24 (twenty-four) 300GB 6G SAS 10K 2.5in SC ENT HDD (using raid 5)

II. iPads

100 (one hundred) iPads with Wi-Fi Verizon 4G, 16GB Black
100 (one hundred) Griffin – Power volt v3-zlm
100 (one hundred) Hard Cases

IMPORTANT: Bidders must include anything not previously mentioned in this RFR. If there is any requirement of which the MSLC is not aware, but will require MSLC resources (employee time, supplies, etc.) or incur a cost to the MSLC, Bidders must include these items in this proposal and include related costs in Attachment C – Cost Table. Examples of such items would include, but not be limited to: travel, lodging, storage, training, reprogramming of existing applications, etc.

Vendor Qualifications Requirements

1. The Vendor **must** have prior experience in the creation and implementation of Retail System Management Software. Please provide details consistent with such experience the creation and implementation of a Retail System Management Software (include a comprehensive description of such experience).
2. Bidders **must** provide an organizational chart which identifies all staff that **will** support the MSLC account. The organizational chart **should** include the position titles, number of positions, names of personnel (e.g., key management staff), corporate directors and/or officers who **will** provide direction or oversight to the MSLC.
3. The Vendor **must** submit an expected timeline of the successful implementation of Phase I and Phase II, as described herein (see X. Project Timeline Development).
4. It is **desirable** that the Successful Bidder's reputation be of the highest quality and integrity. Please provide any evidence of the firm's reputation locally, nationally, and internationally. Please also provide:
 - (a) A brief overview of the history/background of the firm.
 - (b) A description of the current ownership, incorporation, etc.
5. The Vendor **must** provide a minimum of three (3) references from the past three (3) years for which work has been performed similar in scope and size to that specified in this RFR. (See Attachment F).
6. Vendors **must** describe the format they intend to use to invoice the Lottery. The invoices **must** provide the Lottery with easily understood information to be able to properly and completely monitor project status relative to payments. This **must** include, but not be limited to: dates of service; a unique invoice number (#); hours worked; on what specific tasks; amount per line item; dates covered, etc. (Electronic submission of invoices is acceptable to the MSLC's Finance Accounts Payable Division).

Contract Requirements

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

1. The Bidder **must** agree to the terms and conditions contained within the Commonwealth Terms and Conditions attached hereto as Attachment A.
2. The Bidder **must** comply with all Federal, State and local rules and regulations as they apply to the work to be performed under this RFR.
3. The Bidder **must** provide, if applicable, a detailed description of information regarding any company bankruptcy proceedings, criminal investigations, charges filed against the company, directors or managers, any mergers, acquisitions, etc., any name changes within the last five (5) years. The Successful Bidder **must** continue to provide any such new information, including but not limited to notices of bankruptcy, litigation, and contract defaults, during the life of the contract period. The Successful Bidder **must** also include: the most current audited annual financial statements, gross annual revenue for the most recently completed fiscal year, last bankruptcy and current/pending litigation, defaults on contracts, current days to pay, date of last order, etc., as appropriate.

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The MSLC reserves the right to obtain, from sources other than the Bidder, information concerning a 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.

Written Inquiries

Bidders may submit questions concerning this RFR no later than the date and time specified in Section IX A, Procurement Calendar. They may be mailed, emailed, faxed or delivered. The Procurement Management Team (PMT) **will** review and consolidate inquiries received before the deadline, and prepare written answers. All responses **will** be posted on the Commonwealth Procurement Access and Solicitation (Comm-PASS) Site www.comm-pass.com. (Comm-PASS provides automated Subscription Services that offers prospective Bidders a secure, web-based desktop that contains tools to track and manage postings including solicitation announcements, Request for Responses (RFRs), and Contracts that match the subscriber-designated set of categories and sub-categories). The source(s) of the question(s) **will** not be revealed.

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

Jacqueline S. Kassis
Massachusetts State Lottery Commission
60 Columbian Street
Braintree, MA 02184
Tel #: (781) 849-5674
Fax #: (781) 849-5554
lotteryprocurement@masslottery.com

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

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

Oral Presentation

Bidders may be required to make oral presentations. Oral presentations **will** take place at the MSLC Headquarters, 60 Columbian Street, Braintree, MA. Tentatively, oral presentations **will** take place at the convenience of the MSLC. Time allotments and the format **shall** be the same for all oral presentations and **will** include time for question and answer session. The MSLC **will** give notice of at least five (5) days prior to the date of the oral presentation.

These presentations are to provide the PMT with a better understanding of the capabilities of the Bidders and to allow the PMT to ask questions related to the written submissions. Bidders may not supplement their original submissions or alter the strategies furnished in their written proposals.

Section VIII - Instructions for Submission of Responses

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

IMPORTANT

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

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

2. Bid Preparation Response Format

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

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

Part 1 - Bidder Letter of Transmittal

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

- A. State that the Bid, including the prices in the Cost Table, **will** remain in effect for a period of 90 calendar days after the Bid Due Date given in the Transmittal Letter, or until a Contract is made and approved, or the RFR is terminated, whichever occurs first.
- B. Include the name, title, address, telephone, and fax numbers and email addresses of one or more individuals who can respond to requests for additional information.
- C. Include the name, title, address, telephone and fax numbers and email addresses of one or more individuals who are authorized to negotiate and sign a Contract for the Vendor.
- D. Include a statement that the Bidder has read and understands the technical and business specifications of this RFR and agrees that its Bid meets all the technical and business requirements of this RFR.
- E. State that pursuant to M.G.L. c. 7, s. 22 (20), the undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. The word "person" **shall** mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Part 2 - Response to Contract Terms and Conditions

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

1. All Bidders **must** complete, execute and return the Commonwealth Terms and Conditions (Attachment A) attached to this RFR. This form **must** be unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing – Attachment H), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Proposal offered in response to this Solicitation may be deemed non-responsive. The company's correct legal name and legal address **must** appear on this form, and **must** be identical to the legal name and legal address on the Request for Taxpayer Identification and Certification Number (MA. Substitute W9 Form).
 - (a) If the Bidder has already executed and filed the Commonwealth Terms and Conditions, please indicate this in your Response. The Commonwealth Terms and Conditions **shall** be incorporated by reference into any Contract for Commodities and Services executed pursuant

to this RFR. A Bidder **is required** to execute the Commonwealth Terms and Conditions only once.

2. All Bidders **must** complete, execute and return the Standard Contract Form (Attachment B) as follows:
 - (a) As the cover sheet to their Response. Failure to return a completed and executed Standard Contract Form **will** disqualify the Bidder's Response.
 - (b) Upon selection for Contract negotiation and execution, if necessary.
 - i. By executing the Standard Contract Form, the Contractor certifies under the pains and penalties of perjury that it has submitted a Response to a Request for Response (RFR) issued by the MSLC and that this Response is the Contractor's offer as evidenced by the execution by the Contractor's authorized signatory, that the Contractor's Response may be subject to negotiation by the MSLC, and that the terms of the RFR, the Contractor's Response and any negotiated terms **shall** be deemed accepted by the MSLC and included as part of the Contract upon execution of the Standard Contract Form by the MSLC's authorized signatory.
 - ii. If you do not have a Vendor Code, leave that portion of the form blank. Signature and date **must** be handwritten in ink, and the signature **must** be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (see Attachment H).
3. Bidders **must** complete and sign a copy of Attachment D –“Request for Verification of Taxation Reporting Information”– relating to Taxpayer Identification Numbers.
4. The requirements of Attachment E, “Tax Compliance Certification Instructions,” **must** be submitted with the bid certifying compliance with the tax laws of The Commonwealth of Massachusetts. This requirement applies to firms that have previously done business in The Commonwealth of Massachusetts. If your firm has not previously conducted business in The Commonwealth of Massachusetts, please state so on your letterhead and submit as part of Attachment E.
5. Bidders **must** provide a completed Attachment F - Business Reference Form, 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 Response to this RFR and the “RFR Name/Title” and the “RFR Number” can be found on the cover of the RFR and on the Summary Tab on Comm-PASS in the Document Number field. Also, please note that: “Reference Name” is the name of the organization (if not applicable, then name of the individual) that is providing the reference; “Contact” is the name of the individual inside the organization that **will** provide the reference; and the “Address,” “Phone #”, and “Fax/Internet Address” are those of the “Contact” so that the PMT may be able to reach them.
6. Pursuant to Executive Order 390, any contract with a potential financial benefit of one hundred fifty thousand dollars (\$150,000) or more **requires** a Bidder to complete applicable sections of Attachment G, Supplier Diversity Program (SDP) Form **and include the required attachments (Also, include an up to date copy of the certification letter for each SDP Certified business)** for consideration in the scoring of their submission for any contracting opportunity with The Commonwealth of Massachusetts. For further information on SDO certification, contact the Supplier Diversity Office at (617) 502-8831 or via the Internet at www.mass.gov/sdo. Other resources are available to M/WBE firms that may qualify for SDO certification at www.mass.gov/sdp. The MSLC **requires** that this form and attachments are submitted, regardless of the dollar value, with each Bid (refer to General Information and Terms and Conditions, Supplier Diversity Program (SDP) Plan for further information and requirements).
7. Bidders **must** provide a completed Contractors Authorized Signatory Listing Form, Attachment H if the value of any contract resulting from this RFR is anticipated to exceed \$50,000. **Important: For corporations, please read the signature verification/authorization instructions carefully to avoid unnecessary delays in processing contract(s).**
8. Bidders **must** complete the Authorization for Electronic Funds Payment Form; Attachment I. All Bidders responding to this RFR **must** agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it

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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. EFT applications can be found on the Operation Services Division (OSD) forms page (mass.gov/osd). Additional information about EFT is available on the Vendor Web site (mass.gov/osc; click on MASSfinance).

- (a) Successful Bidders, upon notification of contract award, **will be required** to enroll in EFT as a contract **requirement** by completing and submitting the Authorization for Electronic Funds Payment Form, Attachment I, to OSD for review, approval and forwarding to the Office of the Comptroller (OSC). If the Bidder is already enrolled in the program, it may so indicate in its response. Because the Authorization for Electronic Funds Payment Form contains banking information, this form, and any information contained on this form, **shall not** be considered a public record and **shall not** be subject to public disclosure through a public records request.
 - (b) The requirement to use EFT may be waived by the PMT and OSC on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason **must** be documented in its response. The PMT **will** consider such requests on a case-by-case basis and communicate the findings with the Bidder.
9. Prompt Pay Discount (PPD) Form- Attachment K. All Bidders responding to this RFR **must** complete this attachment and are encouraged to participate in The Commonwealth Prompt Pay Discount initiative for receiving early and/or on-time payments. Prompt Pay benefits both Vendor and the Commonwealth. Vendors benefit by increased, usable cash flow as a result of fast and efficient for commodities and services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. Payments that are processed electronically can be tracked and verified through the Comptroller's VendorWeb system. Note: All Bidders **must** execute this form. After entering the "Bidder Name" and "Date of Offer for Prompt/Early Payment Discount", the Bidder **should** identify the Prompt Payment Discount(s) terms by indicating the "Percentage Discount off of the Proposed Pricing" and the "Turn-around-time for Payments." In the event of a hardship that prevents the Bidder from offering a prompt payment discount, the Bidder may document this fact and provide supporting information. If awarded a contract, the final negotiated prompt payment discounts **should** be reflected on the Commonwealth Standard Contract Form.
10. The Commonwealth of Massachusetts State Lottery Commission's Disclosure Statement (Attachment L) **must** be completed with complete and accurate responses. In the event any information changes regarding these responses, the MSLC's Finance Unit **must** be notified in writing immediately.
11. Bidders **must** read, complete and sign the Certification of Compliance Concerning Personal Information and Personal Data (Attachment M).
12. Bidders **must** read, complete and sign the Certification of Compliance Concerning Conflicts of Interest (Attachment O).
13. Changes to the Vendor's contact information, firms name, legal address, payment address, tax identification number (TIN), authorized signatories, SDP, or EFT information **must** be promptly reported to the MSLC's Finance Unit. In some cases additional paperwork **will** be required to effect the change.

Part 3 - Response to Contract Requirements

Responses **should** follow the Section and Paragraph numbering format of the requirements/specifications portions contained in this RFR when preparing their response in order for responses to be evaluated in an orderly and efficient manner.

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

Part 4 - Cost Table Preparation

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

Part 4 of the Bid response **must** consist of the Bidder's Cost Table (*Attachment C must be submitted under separate cover in a separate sealed envelope clearly marked BID LOT # 1309 Lottery Retail Management System Cost Table – Attachment C with a separate removable media format included*).

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

The Bidder must use the Cost Table provided in Attachment C and should make no changes, additions or deletions.

Costs which are not specifically identified in the Bidder's Response, and accepted by the MSLC as part of a Contract, **will** not be compensated under any Contract awarded pursuant to this RFR. Neither the MSLC nor the Commonwealth **will** be responsible for any costs or expenses incurred by Bidders responding to this RFR.

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

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

IMPORTANT

The Cost Table - Attachment C (One Original) must be sealed separately in an envelope and with a separate removable media format submitted with the bid. Do not include the Cost Table in the bid or copies.

3. Submission of Bids

One (1) original, ten (10) paper copies, and one (1) removable media (CD, DVD, Universal Serial Bus [USB], Flash Drive) excluding the Cost Table (Proposal— Attachment C), a disk of the Bidder's response and attachments **must** be delivered in the same sealed package no later than the date and time shown in Section IX, A. Procurement Calendar. *The Cost Table - (Attachment C) must be submitted under separate cover in a separate sealed envelope clearly marked BID RFR LOT # 1309 Lottery Retail Management System Cost Table – Attachment C with a separate removable media format included.* Failure to adhere to this requirement may result in the disqualification of the bid. Responses and attachments received after this deadline **will not** be evaluated. A facsimile response **will not** qualify as a "submission" for deadline purposes in advance of or in lieu of a hard copy submission. The MSLC requires mail or personal delivery, hard copies, sealed responses, no faxed or electronic responses. Responses and attachments **should** be delivered to:

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

BIDS MUST BE CLEARLY MARKED:

BID RFR LOT # 1309 Lottery Retail Management System

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, it must be received by MSLC personnel prior to the bid due date and time.

The MSLC will not be responsible for improperly marked bid response(s).

LATE RESPONSES WILL NOT BE CONSIDERED.

Bidders may submit more than one (1) bid. Each bid **must** be submitted under separate cover and **shall** be evaluated separately.

**The Cost Table - Attachment C (One Original)
Must be sealed separately in an envelope with a separate removable
media format and submitted with the bid.
Do not include the Cost Table in the bid or copies.**

Section IX - Deadline for Responses and Procurement Calendar

Late bids will not be accepted under any circumstances.

A. Procurement Calendar

RFR LOT # 1309 Lottery Retail Management System

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

EVENT	DATE
Solicitation: Release Date	Friday, July 12, 2013
Bidders to submit written questions	Friday, July 19, 2013
Official answers published (Estimated)	Wednesday, July 24, 2013
Solicitation: Close Date / Submission Deadline	Friday, August 2, 2013 at 1:00 p.m.
Solicitation: Announcement of awarded Bidder(s) on Comm-PASS in the Solicitation Update tab (Estimated)	September 2013 (Estimated)
Contract Start Date (estimated)	September 2013 (Estimated)

All responses **will** be posted to the Commonwealth Procurement Access and Solicitation Site
www.comm-pass.com

Section X – Attachments

It **shall** be the Bidder's responsibility to read this entire document, review all referenced attachments, and comply with all requirements. Bidders are responsible for reviewing Comm-PASS for all the listed specifications and the required Forms that **should** be submitted with the RFR Response (in order to be considered for selection). Failure to submit the required Forms with the RFR Response, as specified, **will** be considered sufficient grounds for rejection of the Bidder's Response.

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

Attachment B - Standard Contract Form [Five (5) Pages including the Standard Contract Form (One Page) and Instructions (Four Pages)]

Attachment C - Cost Table [Three (3) Page]

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

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

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

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

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

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

Attachment J - Invest in Massachusetts Data Form [One (1) Page]

Attachment J1 - Invest in Massachusetts Instructions [One (1) Page]

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

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

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

Attachment N - Lottery Informational Packet (1972-2012) ~ [Twenty-eight (28) Pages]

Attachment O - Certificate of Compliance Concerning Conflicts of Interest [One (1) Page]

Note: Attachments A, B, C, D, E, F, G, H, I, J, J1, K, L M, N, and O are available in electronic form at
<http://www.comm-pass.com/>