

Commonwealth of Massachusetts

***Massachusetts State Lottery Commission
(MSLC)***

REQUEST FOR RESPONSE (RFR)

for

Lottery Bet Slips

RFR #LOT 1213

Release Date: March 26, 2012

Response Due Date: May 9, 2012 1:00PM (EST)

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.

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

Comm-PASS Basic Service will provide a subscriber with:

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

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

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

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

Contract Award- The Contract will be awarded to the Vendor with the lowest overall cost that has met all mandatory performance and business specifications provided it is the “*best value*” for the Commonwealth of Massachusetts. A procurement will be considered in the best interest, or the “*best value*” when it: 1) supports the achievement of required performance outcomes; 2) generates the best quality and economic value; 3) is performed timely; 4) minimizes the burden on administrative resources; 5) expedites simple or routine purchases; 6) allows flexibility in developing alternative procurement and business relationships; 7) encourages competition, encourages the continuing participation of quality Vendors; and 8) supports Commonwealth and Department procurement planning and implementation. [801 CMR 21.01 (1)]

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

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

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

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

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

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

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

Electronic Funds Transfer (EFT)- All bidders responding to this RFR will be required to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made

electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](#) page (www.mass.gov/osd). Additional information about EFT is available on the [VendorWeb](#) 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.

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

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

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

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

HIPAA: Business Associate Contractual Obligations - Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably

and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

Information Technology - All IT systems and applications developed by, or for Executive department agencies or operating within the Massachusetts Access to Government Network (MAGNet), must conform with the Enterprise Information Technology Policies, Standards and Procedures promulgated by the Commonwealth's CIO. Non-conforming IT systems cannot be deployed unless the purchasing agency and their contractor have jointly applied for and received in writing from the Commonwealth's CIO or his designee, notice that a specified deviation will be permitted. The Enterprise Information Technology Policies, Standards and Procedures, with the exception of the Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards, are available at mass.gov/itd. The Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of these documents, on behalf of their contractor, by contacting the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply – The MSLC reserves the right to request from the successful bidder(s) initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of

requested pricing information is expected within 30 days of any request. If the contractor receives a GSA or Veteran's Administration Supply contract at any time during this contract period, it must notify the MSLC contract manager.

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

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

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

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

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

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

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

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

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

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

Small Business Purchasing Program (SBPP) -Vendor (Procurements between \$50,000.00 and \$150,000.00 only)

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

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

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

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

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

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

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

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

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

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

Section I - Purpose of Procurement

The Massachusetts State Lottery Commission (MSLC) intends to purchase bet slips for use with the GTECH Isys Betting Terminal as part of the Massachusetts State Lottery Commission wagering system. This procurement includes the paper stock, printing, packaging and delivery of the bet slips. The successful vendor (vendors) must also adhere to the Warehouse Management Systems (WMS) out lined in this RFR.

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 year periods. The MSLC shall exercise its option by submitting written notice to the Vendor at least thirty (30) days prior to the termination.

Section VI - Anticipated Expenditures

The expenditure associated with this procurement is to be determined.

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

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

Section VII - Performance and Contract Specifications

A. Performance Requirements

Paper Stock

Paper stock for all betting slips shall be recycled paper furnished by the vendor. Paper stock color shall be white.

Paper stock shall be equivalent in specification to that which appears in the sample betting slips shown in **Attachment O** and in the samples envelope enclosed with this RFR.

Specifications for the paper stock are as follows:

Type of Paper: Recycled White Offset

Basis Weight: 70, (basis 25 x 38 - 500) book basis white, recycled white uncoated OCR offset.

Bulk (Caliper) Thickness: .0050 target caliper w/no optical brighteners.

Grain Direction: It is acceptable to run paper long grain or grain in direction of the width (105mm) is preferred.

Dirt in paper: Not to exceed 10 parts per million per ANSI X3.62-1987, Section 3.5.5

Moisture: 5.00.

Opacity: 94.00.

Brightness: 82

Smoothness: Sheffield 230

Reflectance: All paper stock shall measure 70% minimum and 90%maximum in the red region (633 nm or 660 nm, depending on the read head configuration).

Tear Resistance: 40 grams minimum (Elmendorf).

The white paper stock to be supplied must be free of water marks, planchettes, colored patterns, fluorescent additives and coatings and have a low gloss.

Vendors shall be required to submit 10 (ten) samples of the paper stock to be used in production printing of bet slips as part of their bid submitted in response to this RFR. Each sample must be identified by vendor name, bid number and item.

IMPORTANT: All paper stock to be utilized under this procurement must be submitted and approved in advance by the Massachusetts State Lottery Commission.

Recycled Paper Requirements

Minimum 30% post-consumer recycled content. Bidders must state percentage of post-consumer recycled content in their product. Vendors must stay within Federal, State and local regulations as it pertains to recycled paper requirements

Bet Slip Size

Overall Size. 3.245" wide x 7.333" deep

IMPORTANT: All slips must be produced on a web offset press and cut via micro-perforations and slitters in order to help insure consistent quality as well as maintain proper terminal read rates. Sheet fed press and/or guillotine cut slips will not be accepted.

Construction

Slips are to be single part and manufactured clean cut on all four sides as free standing individual forms.

Perforations

No perforations are required on the betting slips.

Print Colors

Face. Up to five (5) colors.

Back. 1 color.

The Massachusetts State Lottery Commission reserves the option to change print colors but not increase the total number of colors indicated above from one print lot to another if it so desires at no additional cost. The present colors are as follows:

NUMBERS GAME 1&2 BET SLIP:

Face Colors: 1) 2955 blue; 2) 543 Blue; 3) 382 Green; 4) 178 Red; 5) Black

Reverse Side is Warm Red

NUMBERS GAME 3&4 BET SLIP:

Face Colors: 1) 2955 blue; 2) 543 Blue; 3) 382 Green; 4) 178 Red; 5) Black

Reverse Side is Warm Red

7 DAY MASS CASH BET SLIP:

Face colors: 1) 158 Orange; 2) 2955 Blue; 3) 128 Yellow; 4) 543 Blue; 5) Black

Reverse Side is Warm Red

KENO BET SLIPS:

Face Colors: 1) 185 Red; 2) 128 Yellow; 3) 178 Red; 4) Black

Reverse Side is Warm Red

MEGA MILLIONS WITH MEGAPLIER BET SLIPS:

Face Colors: 1) 109 Yellow; 2) 032 Red; 3) 2738 Blue; 4) Black

Reverse Side is PMS 185 Red

MEGABUCKS DOUBLER BET SLIPS:

Face Colors: 1) 178 Red; 2) 543 Blue; 3) 2955 Cool Gray 8; 4) Black

Reverse Side is Warm Red

LUCKY FOR LIFE BET SLIPS:

Face Colors: 1) 032 Red; 2) 2738 Blue; 3) 356 Green; 4) Black

Reverse Side is Warm Red

THE DAILY RACE GAME BET SLIPS:

Face Colors: 1) Magenta; 2) PMS Yellow; 3) 185 Red; 4) Reflex Blue

Reverse Side is Warm Red

POWER BALL BET SLIPS

Face Colors: 1) Process Yellow; 2) Black; 3) PMS Warm Red; 4) PMS 2955 Blue

Fonts: 1) Universe Ultra Cond; 2) Myrad Blue; 3) Helvetica Black

Reverse Side is Warm Red

Inks

Non-Reflective Ink shall be used for the clock and identification marks.

Reflective Ink shall be used for all marking boxes in the optical reading areas of the betting slip.

Non-Reflective Ink may be used for the instructions and any design enhancement feature in the read area of the bet slip provided any and all such data is preceded and followed by clock marks and does not occupy a marking box area.

The reflective values of the inks shall be as follows when measured with a Moore Model 082A Optical Character Tester or equivalent:

Non-Reflective Ink. Less than 20%.

Reflective Ink. 70% to 80%.

Printing Quality. All printing shall exhibit solid ink coverage, free of voids. Edges shall be sharp, clean and free of raggedness. Smudging or tracking of ink is not acceptable.

Approved Ink. Rotary Offset Ink or equivalent.

Bleed Lines.

Betting slips shall be printed with short lines referred to as "bleed lines" 5.08 mm.x .127 mm. to .254 mm. thick, that define the bet slip size. They are also used as registration marks by the printer and plate maker. They shall never be placed in an area where they may be read as marks by the optical reader.

Printing (Press Work).

Bet slips are to be printed on two sides by gravure offset lithography, or flexography. Colors must be printed in perfect registration.

Inks, Artwork, Screens and Type.

All type and artwork reproductions are to be clear and sharp with no broken characters, no hairlines and must have uniform ink coverage; there is to be color consistency on all bet slips produced from lot to lot. Ink colors to be used must be bright and attractive and not be washed out in appearance.

Durability.

Betting slips which have been printed must remain readable regardless of environment encountered in normal handling and usage for a minimum of 18 months from delivery date to the Massachusetts State Lottery Commission.

Mechanicals.

Camera ready mechanicals will not be furnished by the Massachusetts State Lottery Commission for the face of all of the betting slips. The face is defined as the side of the bet slip containing the marking grid. Mechanicals for the legal terms and conditions which appear on the back side of each bet slip shall be prepared by the selected vendor. The Massachusetts State Lottery Commission shall not furnish mechanicals for the back side of the bet slip.

The MSLC will not furnish mechanicals for either the front side nor the back side of the bet slip.

Printer to make all color separations.

Mechanicals, negatives and all plates, etc., will become the property of the MSLC and must be returned upon completion of this contract to the MSLC.

Printing Plates.

All costs for the preparation of printing plates shall be included in basic printing costs quoted for betting slips. Further, costs for replenishment printing plates necessitated by normal wear and tear shall be included in basic per thousand/per five hundred prices quoted for betting slips. The MSLC may wish after any production printing lot to change the graphic design of the betting slip or to introduce new designs.

Vendor must include in their bids all charges associated with making each initial set of printing plates.

Press Proofs.

Press proofs for each set of new printing plates (actual design and colors) must be submitted for approval to the MSLC prior to production printing. Approval will be made within five business days of receipt of proofs by the Executive Director of the MSLC or the Directors Designee.

Bet Slip Graphic Designs.

In general, bet slips for the terminals are relatively stable and thus it is not anticipated that changes in graphic design will be required very often. The MSLC under this procurement, however, reserves the option to change the graphic design thus requiring new printing plates and/or color changes. Sufficient notice will be given to the selected vendor if such a change is to be made and adequate time will be available for the preparation of new printing plates, procurement of paper and scheduling of printing presses in order to meet requested delivery schedules.

All costs associated with design changes or modifications are to be included in the vendor's bid pricing.

At times the MSLC may terminate a bet slip and introduce a new on-line game/bet slips. The MSLC may provide design guidelines and the successful vendor (vendors) must provide proofs etc. at no cost to the MSLC. Any costs associated must be included in the basic prices quoted for slips in Attachment C.

Printing Press Down Time.

The MSLC shall not be billed separately for the expense of down-time of the press for any reason including that incurred while awaiting approval of press-proofs and sample test slips; such expense shall be absorbed by the printer or else be included in basic prices quoted for slips. The MSLC will make every effort to minimize turn-around time.

Quality Control Testing.

In order to insure that paper stock and printing quality is maintained by manufacturers in the production and manufacturing of bet slips, the selected vendor will be required to deliver samples of production slips manufactured during each production run. The number and frequency of such samples will be agreed upon jointly between the selected vendor and the MSLC. Currently in its day to day operations with the current supplier, samples of selected bet slips are pulled from the production stream(s) of the printing press throughout the day and are mailed each day. The MSLC examines such slips for conformance to specifications and utilizes its betting terminals to test read the slips. This procedure protects both the MSLC and the vendor in that the MSLC is assured no out-of-specification slips are delivered.

Bet Slip Format

Note: The following defines various terms used throughout this specification:

1. Strobe and data selection box 'height' is the dimension parallel to the strobe array axis. Strobe and data selection box 'width' is the dimension perpendicular to the strobe array axis.
2. A 'reflective' color is one that is invisible to the reader. Reflective colors are generally used for active data areas and instruction.
3. An 'absorptive' color is one that is visible to the reader. Absorptive colors are generally used for strobe marks and logos.
4. The 'vertical axis' on a bet slip is the axis that is parallel to strobe channels. A 'column' is considered to be parallel to the horizontal axis.

Bet slip orientation and format characteristics are depicted in Attachment Q. The Bet slip comprises an active data field array and strobe array. An insertion arrow with operator instructions should be located at the slip's leading edge, and located within an inactive zone.

Reader Accuracy: Read rates are directly affected by the bet slip design.

Data Selection Box Height: Data selection box height must be smaller than the size of a strobe; however, the difference in size is predicated on the type of strobe array used with the bet slip (See Figures 1 through 4, Attachment R). The smallest height data selection box is preferred, as this centers the marks and maximizes reader performance. Use of bracketed data selection boxes to allow for reduction in the size of those boxes and still provide for a larger, more readable number is acceptable (See Attachment Q, Detail C).

Secondary Strobes: Secondary strobes shall be added to the bet slip by printing a single strobe at each end on the secondary strobe channel (See Attachment Q).

Strobe Array: The Strobe array allows the optical read head to locate and scan rows of active data centered 'on-strobe' or 'between-strobe'. Dimensional requirements for On-strobe' are depicted in Attachment Q, Detail A. The strobe array must be within 0.010 in (0.25mm) from the paper edge.

Strobe marks must be rectangular in shape and must have uniform density with continuous edges. Artwork strobe width must be set to exactly 0.120 in. The allowable range and values stated for white reflectance between strobes must be consistent over the entire bet slip. Ink smudges or specks are prohibited.

Strobe Mark - Size and Spacing ('On-Strobe'): Minimum strobe height and width dimensions are: 0.075 in. (H) x 0.110 in. (W) (1.91 mm x 2.79 mm). Maximum strobe dimensions are 0.095 (H) x 0.125 in. (w) (2.41 mm x 3.18mm). Minimum spacing between strobes is 0.050 in. (0.127 mm). There is no limit on maximum spacing between strobes.

Important Considerations

A strobe mark must be 0.020 in. (0.51 mm) larger along strobe axis than data selection box as shown in Attachment Q. Bet slips having secondary strobes must have primary strobes that are 0.010 in.. (0.25mm) larger along the strobe axis than the data selection box as shown in Attachment Q.

Maximum strobe mark height 0.095 in. (2.41mm) may be exceeded with MSLC approval; however, exceeding this dimension is discouraged.

Strobe Mark - Size and Spacing ('Between-Strobe'): Minimum strobe height and width dimensions are 0.040 in. (H) x 0.110 in. (W) (0.89 mm x 2.79 mm). Maximum strobe dimensions are 0.250 (H) x 0.125 in. (W) (6.35 mm x 3.18 mm). For bet slips using secondary strobes, minimum spacing between strobes is 0.075 in. (1.91 mm). For designs using only a primary strobe array, the minimum spacing between strobes is 0.085 in. (2.16 mm). Maximum spacing between strobes is 0.105 in. (2.67 mm) for bet slips with secondary strobes, and 0.115 in. (2.92 mm) for designs using only the primary strobe array.

Secondary Strobes: Secondary strobe marks should be added to densely populated bet slips.

No more than eight (8) ID marks or data selection boxes may be located between or adjacent to the two secondary strobe columns. If secondary strobes are used, the data selection box trailing edge to strobe mark leading edge may be reduced. Refer to Figure 2 and Figure 4 of Attachment R.

Strobe Mark - Data Selection Box Relationship:

'On-Strobe' (Primary Strobe Array): This information pertains only to the primary strobe array. Data selection box height equals strobe mark height minus 0.020 in. (0.51 mm). See Attachment R Figure 1.

'On-Strobe' (Optional Secondary Strobes): If the recommended secondary strobes are used, then data selection box height can be increased to equal the strobe mark height minus 0.010 in. (0.25 mm). See Attachment R, Figure 2.

'Between-Strobe' (Primary Strobe Array): This information pertains only to the primary strobe array. Data selection box height equals strobe mark trailing edge distance to adjacent strobe mark leading edge minus 0.030 in. (0.76mm). See Attachment R, Figure 3.

‘Between-Strobe’ (Optional Secondary Strobes): This information only pertains to optional secondary strobes used in conjunction with the primary strobe array. Data selection box height equals strobe mark trailing edge distance to adjacent strobe mark leading edge minus 0.020 in. (0.51mm). See Attachment R, Figure 4.

Data Field Array: Data field dimensional requirements are depicted in Attachment Q. The data field array is the area on the bet slip where an individual manually marks game selections. Centered ‘on-strobe’ alignment of data array selection boxes is preferred. The data field array must be printed in a reflective color that is invisible to the reader. The reverse side of the bet slip, opposite the data field and strobe arrays, must also be printed in a reflective color.

Data Array Selection Box - Size and Spacing: Data array selection boxes must be aligned with the centerline of each read head channel used. Data channels (CH2 - CH13) are spaced 0.250 ± 0.005 in. (6.35 ± 0.127 mm) apart (center to center), and two strobe channels (CH1 and CH14) are 0.190 in. (4.83 mm) from the adjacent data channels (spaced center to center).

Note: The ± 0.005 in. spacing tolerance is non-accumulative.

Data selection box width is 0.155 ± 0.010 in. (3.93 ± 0.254 mm). Refer to Attachment Q, which defines data box height, for relational requirements between strobe marks and data selection boxes.

Data selection box dimensions are measured relative to the centerline of box outlines. For bet slips with optional secondary strobes, the absolute minimum spacing between data selection boxes along the strobe array axis is 0.060 in. (1.52 mm). For bet slips only using the primary strobe array, only the minimum selection box vertical spacing increases to 0.070 in. (1.78 mm).

Data selection boxes can be full outline or bracket-type boxes. Data selection boxes should be designed to encourage clear, concise marking that is easily detectable by the reader optics. Refer to Attachment R. The maximum allowable printed line weight for box outlines or brackets is 0.015 in. (0.38 mm).

‘On-Strobe’ Data Selection Box Registration: For ‘on-strobe’ alignment, the data selection box registration tolerance, in relation to the centerline of each strobe mark, is ± 0.005 in. (0.127 mm). Refer to Attachment R.

‘Between-Strobe’ Data Selection Box Registration: For ‘between-strobe’ alignment, the data selection box registration tolerance, relative to the center of the space between strobes, is ± 0.005 in. (0.127 mm). Refer to Attachment R.

Data Elements: The maximum printed data element line width is 0.015 in (0.38 mm). Data elements (digits, symbols, etc.) must be printed with reflective ink and adhere to registration requirement of ± 0.005 in (0.127 mm).

ID Marks: ID marks allow the reader to identify the specific game that the bet slip represents. ID marks shall be an absorptive color (preferably black). A maximum of eight ID marks are allowed. ID marks shall be located in the first or last strobe column, and must be approved by the MSLC. ID marks shall be the same size as the data selection boxes, and must adhere to the selection box-strobe mark registration requirements.

Inactive Zone: Location of inactive areas on the bet slip (see Attachment Q) are dependent on slip design layout for a specific jurisdiction game. The design has a specified minimum of 0.190 in. (4.83 mm) to use any inactive area on the bet slip to accommodate logos, advertising, and/or player instructional aids. The inactive zone layout can be located at the top and/or bottom edge of the slip. There should always be a 0.250 in. (6.35 mm) minimum quiet zone from the slip's leading and trailing edges to the leading edge of the first strobe mark. This quiet zone should be 0.170 in. wide on both sides of the bet slip. Printing in inactive zones can be any color; however, compliance with minimum quiet zones is a necessity.

Active area Quiet Zone: A minimum quiet zone of 0.060 in. (1.52 mm) between all active areas and inactive zones is required. Absolutely no absorptive color shall violate the 0.060 in. quiet zone surrounding active data areas. When an entire data channel is unused, and not within any active data area, the channel may be used as an inactive zone. This inactive zone may not transgress any adjacent data row selection box quiet zone.

Strobe Channel Quiet Zone: A strobe channel quiet zone is along the entire length (parallel to the strobe array) of the bet slip. No absorptive ink (print contrast signal greater than 0.10) may be printed within 0.170 in. (4.32 mm) as measured from the edges of the slip. This quiet zone applies to both sides of the bet slip. (reference Attachment Q).

Instructional Aids: Location of inactive areas on the bet slip are dependent on slip length and design layout for a specific jurisdiction game. Game rules (including recommended "How to Play" data box marking instructions), are preferably located on the reverse side of a bet slip. Instructions located in the active area, opposite the active area (reverse side of the bet slip) must be printed in a reflective color.

Note: Where the 'on-strobe' height and data selection box height exceed the maximum of 0.095, instructions must be on the front of the bet slip. These instructions must include a graphical example of a mark made perpendicular to the strobe array axis.

Instructions to the customer should indicate that all data box selections be marked by a horizontal line that fills approximately 50% of the total box area. A note discouraging the use of purple, brown, and red pens is highly recommended. While a "X" in the data selection box will usually result in an acceptable read, a dark straight line through the center of the data selection box is preferred and will provide best results. It is suggested that a graphical representation be included as a visual aid.

Average Normal Lead Times

Vendors must state in **Attachment C, Cost Table** for the year one (1), year two (2) and year three (3) the average normal lead time in calendar days from receipt of the actual MSLC issued Purchase Order to the delivery date (in calendar days) of the finished product. It is mandatory that this order to actual delivery process be accomplished within sixty (60) calendar days .

Security Notification.

The selected vendor must notify the Executive Director of the MSLC immediately of any breach of security experienced by vendor during the term of this contract by telephone and in writing.

Packaging.

10,000 + 5,000 Slip per case

Bet slips are to be packaged in Kraft, 275 # test for the 10,000 slip and 5000 slip cases in sealed cases, top and bottom flap taped (3" heavy duty polypropylene sealing tape) for delivery to the MSLC, cases must be approved by the MSLC in advance of shipment.

Bet slips may be packaged 10,000 slips per case in five rows, 2,000 slips per row. Bet slips may be packaged 5,000 slips per case, in two rows, 2,500 slips per row.

3000 Slips Per Case

Bet slips are to be packaged in kraft, 275 # test, C flute, RSC, 10 7/8" L x 7 1/2" W x 5 3/8" D for the 3000 slips per case, in three rows, 1000 slips per row. These cases must be sealed with 3" heavy duty polypropylene sealing tape, both top and bottom flaps.

1000 Slips Per Case

Bet slips are to be packaged in kraft, 200# test, B flute, RSC 8 1/2" L x 4 1/4" W x 5 5/8" D for the 1000 slips per case in one row, one row in 2 packages of 500 each. These cases must be sealed with 3" heavy duty polypropylene sealing tape, both top and bottom flaps.

500 Slips Per Case

Bet slips are to be packaged in kraft, 200 # test, B flute, Top Load Full Overlap Flap (FOL) 8 1/2" L x 4 1/4" W x 2 3/4" D, one row, 500 slips per row. These cases must be sealed with 3" heavy duty polypropylene sealing tape, both top and bottom flaps.

All skids of 10,000 slip cases should have 450,000 slips per skid, 45 cases per skid

All skids of 5,000 slip cases should have 525,000 slips per skid, 105 cases per skid

All skids of 3,000 slip cases should have 540,000 slips per skid, 180 cases per skid

All skids of 1,000 slip cases should have 540,000 slips per skid, 540 cases per skid

All skids of 500 slips cases should have 265,000 slips per skid, 530 cases per skid

All cases used must be able to accommodate a 4" x 8" shipping label.

The height of any and all quantities of bet slips (actual pallet and cases of bet slips) should not exceed 53 inches in total height.

Bet slips must be shrink-wrapped in bundles of 500 with a minimum 60 gauge polypropylene or PVC film.

Pallets will not be returned to the vendor.

Disposable pallets will not be allowed.

Cases are to be strapped securely and shrink wrapped to pallets for shipment, shrink wrap to be 60 gauge polypropylene or PVC film.

Important: Only plastic strapping shall be utilized.

Heavy cardboard edge covers must be placed at the four vertical edges (corners) of cases strapped to pallets and on the four horizontal edges of the top cartons of the pallet for protection.

Vendors must utilize pallet sizes and types shown on Attachment P. **IMPORTANT: Attachment P shown only for the construction characteristics of the pallet required in this RFR. Size required is 42"x 52".**

All pallets must have a wooden pallet topper. This must be of hardwood and it cannot exceed the overall size of the cartons. This will allow proper stacking of bet slip pallets.

VENDOR SUPPLIED PALLET LOAD TAG & MSLC WAREHOUSE MANAGEMENT SYSTEM

The MSLC uses their "Warehouse Management System" (WMS) to track the actual receipt of a pallet, actual physical location of a pallet in any MSLC warehouse, the transferring of a pallet between any MSLC warehouses, and the status of a pallet as to whether in stock, opened, and or consumed. This information will be provided on four (4) 8 ½" x 11" minimum white load tags, or four (4) 4" x 6" white pressure sensitive label (adhesive intact) that is inserted into a vendor supplied and MSLC approved packing pouch. These load tags will specify the following:

- Product Identification
- Purchase Order #
- Pallet Number
- Manufactured Date (Born on Date)

The successful vendor must adhere to the following requirements in order for the vendor supplied pallet load tag and our WMS System to operate:

1. four (4) 8 ½" x 11" minimum size load tags applied to the outside of the stretch wrap – one (1) on each of four (4) sides or four (4) 4" x 6" white pressure sensitive labels (adhesive intact) that are inserted into a vendor supplied and MSLC approved packing pouch.
2. Load tag to be white.
3. Barcode to be in 3/9 HRD or 128 HRD
4. Height of the barcode must be a minimum of (1) inch.
5. The 1st line of the load tag must be 24 characters in length, and example is as follows:

PC09151205 1 0282 101811

The format is as follows:

- Purchase order # (10 characters), in this example is PC09151205
 - A blank space
 - 1 (is in the line # on a Purchase Order and is usually 1)
 - Skid # (4 characters – This unique number will be the starting number and will be mutually agreed upon), in this example the skid number is 0282
 - A blank space
 - MMDDYY (this will be the manufacturers date and will be referred to as the “Born on Date”), in this example the date is 101811.
6. See attached pallet load tag, **Attachment S**

As the MSLC Warehouse Management System implements additional functionality, there is the potential to add additional bar coded information to the products. This additional information may require modifications to the existing label described above or may require any new bar coded information to appear on a pallet load tag and/or a second label to be provided by the vendor.

Carton Numbering and Labeling.

Cartons of bet slips should be labeled (for example) as follows:

**MASSACHUSETTS STATE LOTTERY COMMISSION
BET SLIPS - DAILY NUMBERS GAME - 3- & 4- DIGIT
DATE OF PRESS DATE CUT**

Final label must be approved by MSLC.

Bet Slip Annual Volume

The annual volume of bet slips is approximately 150,000,000 but the successful Vendor must be able to produce 19,200,000 slips per month if requested by the MSLC.

The 150 million total quantity is an estimated quantity. The contract shall be only for the actual quantity of bet slips ordered during the contract period. The MSLC is not bound to order any minimum or maximum quantity of slips during the contract term.

Ordering Flexibility.

In general, printing orders for bet slips shall be placed in production lots to conform to usage levels and to the quantity of slips that can be accommodated conveniently in full trailer truck loads/straight trucks. The MSLC generally prefers to have approximately a 3-month inventory of bet slips on hand and will order to insure that this level is maintained. Vendors should be advised that the MSLC, however, reserves the option to order any quantity of bet slips at a given time if it is in its best interests to do so. Thus, a requirement of this procurement is that the MSLC must have complete flexibility to order any quantity of bet slips it feels is necessary to meet its current and anticipated needs. Where the MSLC can anticipate that the graphic design and paper stock for its

bet slips will not change for longer than 3-month periods, the MSLC may order slips in larger quantity lots. The purpose of this is to give vendor flexibility in the scheduling of their printing equipment and to reduce lost time. In this way, longer printing runs may be scheduled, thus saving time and costs associated with press make-ready.

Delivery.

IMPORTANT: Initial production and delivery of a minimum quantity of 19,200,000 million betting slips must be available for delivery by the successful vendor within Forty Two (42) calendar days after award.

In the event the initial delivery date cannot be met, vendors should quote their earliest possible initial delivery schedules in their bid.

Vendors must further state the frequency at which additional deliveries can be made beyond the initial delivery. This should include the time schedule for delivery and total quantity of slips.

Vendors must also state normal average order lead times to delivery for orders placed following initial delivery of slips. (See Attachment C, Cost Table)

Vendors must also quote their total production capabilities for these slips in light of paper availability, equipment capacity and commitments to other customers.

Delivery shall be free of all charges to the MSLC, it must be included in the price per 1000 slips or 500 slips as quoted by the vendor.

Bet slips are to be shipped on pallets in sealed, padlocked, exclusive-use straight trucks or tractor trailer trucks directly from the vendor's plant to the MSLC warehouse locations. These vehicles must not stop to deliver anything anywhere else except to the specific MSLC warehouses. These vehicles must carry nothing else except bet slips. All delivery straight trucks/trailers will be unloaded by MSLC personnel using electric fork trucks and the vehicle the vendor provides must be capable of handling the weight of the fork trucks, the driver of the fork truck and the weights of the skids.

The MSLC also has storage warehouse locations throughout the state, namely in Springfield, Worcester, Woburn, New Bedford, Canton and Lowell. It shall be a requirement that vendors be prepared to drop-ship portions of vehicle loads to at least one or more of these other locations at the MSLC's request. The majority of the shipments will be to either Braintree or Canton.

Platform delivery is required.

Deliveries must be between 6:45AM through Noon, weekdays, unless prior arrangements have been made. Typically, the deliveries are made on Tuesdays to the MSLC Canton Warehouse.

The delivery of bet slips must be made on a schedule acceptable to the MSLC and the vendor must be willing to guarantee an agreed-to-delivery schedule. The successful vendor should electronically send all shipment information in a Microsoft Excel program to a designated MSLC employee before delivery. On this spreadsheet, the product should be noted, quantity per pallet, pallet #, purchase order #, and the born on date, along with all totaled.

Visits to Vendor Plants.

The successful bidder should be prepared for possible visits by MSLC representatives or their designees to their manufacturing plant(s) and facilities. The purpose of such visits would be to allow MSLC personnel to observe the manufacturing plant environment first hand, and to observe the printing and bindery operations for bet slips as well as to inspect storage facilities and physical plant security. Costs for such visits shall be borne entirely by the MSLC and shall not be a responsibility of the vendor.

Non-Conforming Deliveries.

Should the testing or inspection of delivered bet slips by the MSLC representatives result in the conclusion that the bet slips fail to meet the requirements of this specification, the bet slips will be rejected and the vendor required to replace the bet slips at no additional charge to the MSLC. The cost for the return of such rejected bet slips is to be borne by the vendor. In the event the bet slip shipment does not conform to the specifications, the MSLC reserves the option to cancel remaining orders placed with the vendor or to delay the placement of future orders until quality standards are met.

Bet Slips and Materials Control.

Bet slips produced for the MSLC or proprietary materials, e.g., paper stock shall never, under any circumstances, be furnished by the Vendor or his/her representative to any other country, state, organization, company, agency, jobber, distributor, or individual other than directly to the MSLC at their designated location(s).

Printing Over and Under Runs.

Under the terms of this RFR, the selected vendor must limit its printing runs per order such that no increase or decrease in the number of betting slips produced exceeds 5% of the total quantity ordered.

B. Contract Requirements

1. Vendor Requirements

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

- a) Vendors **must** have been in a business similar to that described in this RFR for a minimum of three (3) years and have the demonstrated experience and capacity to handle the requirements herein.
- b) Vendor **must** agree to the terms and conditions contained within the Commonwealth Terms and Conditions attached hereto as Attachment A.
- c) Vendor **must** comply with all Federal, State and local rules and regulations as they apply to the work to be performed under this RFR.
- d) Vendor **must** provide a minimum of three (3) references from the past three (3) years for which work has been performed similar in scope and size to that specified in this RFR. (See Attachment F)
- e) Vendor **must** provide, if applicable, a detailed description of information regarding any company bankruptcy proceedings, criminal investigations, charges filed against the company, directors or managers, any mergers, acquisitions, etc, and any name changes within the last five (5) years.

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

2. *Written Inquiries*

Vendors may submit questions concerning this RFR no later than the date and time specified in Section IX A, Procurement Calendar. They may be mailed, emailed, faxed or delivered. The Procurement Management Team will review and consolidate inquiries received before the deadline and prepare written answers. All responses will also be posted on the Commonwealth Procurement Access and Solicitation Site - www.comm-pass.com. The source(s) of the question(s) will not be revealed.

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

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

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

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

Section VIII - Instructions for Submission of Responses

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

IMPORTANT

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

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

2. Bid Preparation

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

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

Part 1 - Vendor Letter of Transmittal

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

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

Part 2 - Response to Contract Terms and Conditions

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

1. All Bidders **must** complete, execute and return the Commonwealth Terms and Conditions (Attachment A) attached to this RFR. If the Bidder has already executed and filed the Commonwealth Terms and Conditions, please indicate this in your Response. The Commonwealth Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once.
2. All Bidders **must** complete, execute and return the Standard Contract Form (Attachment B) as follows:
 - (a) as the cover sheet to their Response. Failure to return a completed and executed Standard Contract Form will disqualify the Bidder's Response, and if necessary,
 - (b) upon selection for Contract negotiation and execution.

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

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

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

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

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

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

7. Bidders **must** complete the Authorization for Electronic Funds Payment Form, Attachment I. All bidders responding to this RFR **must** agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome.

EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptrollers Vendor Web system. EFT applications can be found on OSD forms page (mass.gov/osd). Additional information about EFT is available on the Vendor Web site (mass.gov/osc: click on MASSfinance).

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

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

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

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

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

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

Part 3 - Response To Contract Requirements

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

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

Part 4 - Cost Table Preparation

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

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

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

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

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

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

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

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

3. Submission of Bids

One (1) original, Seven (7) paper copies and a disk of the bidder's response and attachments must be delivered in the same sealed package no later than the date and time shown in Section IX, A. Procurement Calendar. **The Cost Table must be submitted under separate cover in a separate sealed envelope.** Failure to adhere to this requirement may result in the disqualification of the bid. Responses and attachments received after this deadline date and time will not be evaluated. A facsimile response will not qualify as a "submission" for deadline purposes in advance of or in lieu of a hard copy submission. Responses and attachments should be delivered to

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

BIDS MUST BE CLEARLY MARKED -

**"BID #LOT 1213"
"Lottery Bet Slips".**

IMPORTANT: It is imperative that bids enclosed in "FedEx" or "UPS" type shipping containers must be clearly marked with the bid number and title on the outer most container in order to be distinguished from regular delivery items. For a bid to be responsive, it must be received by MSLC personnel prior to the bid due date and time. The MSLC will not be responsible for bid responses not properly marked

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

<p>The Cost Table (One Original) must be sealed separately in an envelope and submitted with the bid. Do not include the Cost Table in the bid or copies.</p>
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Section IX - Deadline for Responses and Procurement Calendar

Late bids will not be accepted under any circumstances.

A. Procurement Calendar

RFR #LOT 1213 Lottery Bet Slips

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:

	Day	Date	Time
Release of RFR	Monday	March 26, 2012	
Submission of Written Inquiries	Monday	April 9, 2012	1:00PM
Response to Written Inquiries (est.)	Thursday	April 12, 2012	

(All Responses will be posted Commonwealth Procurement Access and Solicitation Site - www.comm-pass.com)

Response Due Date	Wednesday	May 9, 2012	1:00PM (EST)
Oral Presentations	To Be Determined		

Section X - Attachments

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

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

Attachment C - Cost Table [Five (5) Page]

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

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

Attachment F - Business Reference Form [One (1) Page]

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

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

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

Attachment J – Invest in MA [One (1) Page]

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

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

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

Attachment N- Intentionally Omitted

Attachment O- Sample Betting Slip [Nine (9) Page]

Attachment P- Pallet Requirements [One (1) Page]

Attachment Q- Bet Slip Strobe Characteristics [Three (3) Page]

Attachment R- Strobe Relationships/Marking Guidelines [One (1) Page]

Attachment S- Warehouse Management Load Tag [Two (2) Page]

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