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Commonwealth of Massachusetts

*Massachusetts State Lottery Commission  
(MSLC)*

**REQUEST FOR RESPONSE (RFR)**

For

**THE TREASURY- LOTTERY ONLINE PRODUCTS  
TASK FORCE CONSULTANT AND FACILITATOR**

**RFR #LOT 1208**

**Release Date: January 9, 2012**

**Response Due Date: February 13, 2012 1:00PM**

**Late bids will not be accepted under any circumstances.**

## GENERAL INFORMATION

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

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

## TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Comm-PASS Basic Service will provide a subscriber with:

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

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

**Conflict of Interest-** Prior to the award of any contract, the vendor shall certify in writing to the procuring agency that no relationship exists between the vendor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the vendor and another person or organization that constitutes a conflict of interest with respect to a state contract. No official or employee of the Commonwealth who exercises any function or responsibility in the review or 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](http://www.mass.gov/osd) page ([www.mass.gov/osd](http://www.mass.gov/osd)). Additional information about EFT is available on the [VendorWeb](http://www.mass.gov/osc) site ([www.mass.gov/osc](http://www.mass.gov/osc)). Click on MASSfinance.

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

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

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

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

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

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

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

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

**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

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Procedures, with the exception of the Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards, are available at [mass.gov/itd](http://mass.gov/itd). The Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of these documents, on behalf of their contractor, by contacting the Information Technology Division's CommonHelp group at [commhelp@state.ma.us](mailto:commhelp@state.ma.us) or 1 (866) 888-2808.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

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

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

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

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

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

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

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

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

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

**Supplier Diversity Program (SDP) Plan -** Massachusetts Executive Order 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 or a company that has applied for certification. 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) (or companies that have applied for certification) in their SDP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A description of the ancillary uses of certified M/WBEs, if any, must be included on the SDP Plan Form.
3. **Growth & Development:** If a Bidder commits to Growth and Development in their SDP plan, then they must submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance that would increase industry capacity and the pool of qualified SDO certified companies.

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

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

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

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

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

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

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

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As the lottery/gaming industry continues to evolve in Massachusetts, across the nation and worldwide, it has become clear that the State Treasurer (the “Treasurer”) and the Massachusetts State Lottery Commission (the “Lottery”) must assess how best to position Massachusetts and its fiscal resources for the possible onset of online lottery products. The internet serves as a major outlet for leisure activity and, at present, a fertile environment for lottery/gaming business already measured in the billions of dollars around the globe. Online lottery products and play, however, introduce human, economic and social issues that demand critical examination. The Lottery contributes nearly \$900 million annually to our cities and towns. A national industry leader in sales and innovation, the Lottery is well poised to advance any opportunity presented by online lottery products if so directed. At the same time, the Treasurer and the Lottery recognize that any such expansion of the Lottery’s business must be accompanied by careful planning to protect the Lottery’s current assets and potential for growth and, most importantly, by a regulated environment that safeguards our citizens and their interests.

To gain a comprehensive, strategic assessment of the current landscape of online lottery products and play throughout the country and its short- and long-term fiscal and societal implications, Treasurer Steven Grossman has established the Treasury-Lottery Online Products Task Force (the “Task Force”). The Task Force will consist of the Chairperson and up to 20 additional members to be appointed by the Treasurer, including an appointee of the Governor, the Senate President or her designee, the Senate Minority Leader or his designee, the Speaker of the House of Representatives or his designee, the Minority Leader of the House of Representatives or his designee, a representative from the Executive Office of Housing and Economic Development, one member of the Lottery Commission, a group of employees from the Treasurer’s Office and the Lottery (the “Working Group”), and up to five additional individuals with relevant expertise. The Chairperson and all members of the Task Force will serve solely in an advisory capacity, without policymaking or decision making authority, and at the direction and pleasure of the Treasurer.

In this RFR, the Lottery is seeking consultant services to facilitate the Task Force in achieving its responsibilities, including (a) examination of the legal and regulatory frameworks governing online lottery/gaming and advising on the state of the law with respect to Massachusetts; (b) assessing the economic implications of online lottery products and play for Massachusetts taking into consideration, without limitation, such matters as (i) the Lottery’s current business, consumers and agents, (ii) the anticipated development of “brick and mortar” casinos in the Commonwealth, and (iii) other online lottery/gaming initiatives underway globally or under consideration nationally; (c) investigating the prospect for and means to cultivate new technological and business opportunities here in Massachusetts in connection with any expansion into online lottery products; (d) evaluating the human and social issues accompanying online lottery products and play and means for addressing them; and (e) advising as to legislative and regulatory measures needed to position the Lottery for the introduction of online products, while protecting its assets and safeguarding the interests of our citizens.

## **Section II - Acquisition Method**

This procurement will be a fee for service.

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

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

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

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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**

Please Note: For the purposes of this RFR, any reference to “online products” does not refer to products sold through solely a typical lottery system operating on a lottery controlled network, but rather through all means for lottery/gaming transactions – regardless of whether the technology is today’s (internet, smart phones, messaging, etc.) or tomorrow’s.

The Lottery intends to contract for consulting services to facilitate the Task Force in achieving its responsibilities, including, a) examination of the legal and regulatory frameworks governing online lottery/gaming and advising on the state of the law with respect to Massachusetts; (b) assessing the economic implications of online lottery products and play for Massachusetts taking into consideration, without limitation, such matters as (i) the Lottery’s current business, consumers and agents, (ii) the anticipated development of “brick and mortar” casinos in the Commonwealth, and (iii) other online lottery/gaming initiatives underway globally or under consideration nationally; (c) investigating the prospect for and means to cultivate new technological and business opportunities here in Massachusetts in connection with any expansion into online products; (d) evaluating the human and social issues accompanying online lottery products and play and means for addressing them; and (e) advising as to legislative and regulatory measures needed to position the Lottery for the introduction of online products, while protecting its assets and safeguarding the interests of our citizens.

1. The successful vendor will report to the Treasurer and/or the Executive Director of the Lottery, serve as a facilitator to the Task Force and ensure fulfillment of the Task Force’s responsibilities as outlined in (a) - (e)
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above. It is **desirable** that the successful vendor have performed such role for a publicly appointed body in the past. Please give examples and references.

2. The successful vendor will take instruction from and create reports for the Treasurer and/or Executive Director of the Lottery, including, without limitation, a report within sixty (60) days of being awarded the contract on the current "State of Online Play" in Massachusetts and across the nation that sets forth, among other things, immediate competitive threats and steps needed to position the Lottery to commence delivery of online products in the event it is so directed and a report by no later than November 28, 2012 with the Task Force's additional findings and recommendations. It is **desirable** that the successful vendor be experienced in compiling and analyzing information and data from a variety of resources and preparing reports for public officials that are comprehensive, objective, accessible (meaning reader-friendly) to a broad spectrum of readers, and timely. Please describe such experience, provide references, and submit example(s).

3. The successful vendor will work with members of the Working Group (as defined in Section D) both separately and as part of the Task Force to understand the business of the Lottery and its governance in order to gain an informed context for facilitating the Task Force in achieving its responsibilities. It is **desirable** that the successful vendor have professional experience in the lottery/gaming industry or in the provision of consulting services relating to lottery/gaming and/or lottery/gaming transactions.

4. It is **mandatory** that the successful vendor have the capacity, on its own or through subcontracting, partnering or other collaborative measures, to assess the gaming industry, statewide, nationally and worldwide in light of industry trends, emerging markets and future business or technological paradigms and from multiple perspectives, including legal, economic, social, and political. Please provide detailed summaries regarding the background, qualifications and purpose of any anticipated subcontractor, partner or other collaborator, including a resume of each individual working on this project pursuant to such subcontract, partnership or collaboration as required by Section 14.

5. It is **desirable** that the successful vendor have the capacity to perform pertinent research to facilitate the Task Force in achieving its responsibilities and form related findings and recommendations. Please describe such capacity and provide relevant references. It is also **desirable** that the successful vendor have the resources and capacity to perform more than one research task at a time. Please include evidence of such resources and capacity.

6. It is **desirable** that the successful vendor be capable of analyzing and addressing issues relating to intellectual property law and proprietary interests. Many lottery/gaming vendors have at least some part of their products protected by patents and/or intellectual property claims that can impact the level of competitiveness in the marketplace. As the Task Force considers new online lottery/gaming opportunities, it is further **desirable** that the successful vendor be able to evaluate the current and anticipated state of the online lottery/gaming market.

7. It is **mandatory** that the successful vendor include a description of the methodology it will employ to gather information, make findings and make recommendations. Since it is critical to the success of the Task Force that the successful vendor not only facilitates the Task Force through its meetings, but also assumes responsibility for the production of all work product, the Treasurer's Office and the Lottery need to understand how a successful vendor will approach this project.

8. The successful vendor **must** be available for the meeting schedule to be determined by the Chairperson and members of the Task Force and readily accessible to the Treasurer, Executive Director of the Lottery and the Working Group for meetings, phone calls, email and other forms of communication.
9. It is **desirable** that the successful vendor be able to process work and assignments effectively and quickly in order to meet all applicable deadlines set by the Treasurer or the Executive Director of the Lottery.
10. The successful vendor **must** be available to facilitate, however requested, no fewer than two public comment sessions set by the Task Force of which one will be held outside the Boston/Braintree area. It is **desirable** that the successful vendor have experience in facilitating meetings open to the public. Please describe any experience in facilitating meetings open to the public and provide references.
11. It is **mandatory** that a successful vendor be objective in its research, facilitation of the Task Force and its work, and interpretation of results. It is **highly desirable** that a successful vendor remains objective and shows no preference, for or against, any organization, supplier, or facilities management contractor. Further, the successful vendor will be precluded from responding to any prospective RFR issued as a direct result of this consultation. .
12. All work product – drafts and final versions – is the property and/or intellectual property of the Treasurer’s Office and/or the Lottery, subject to the public records law. Final documents will be made available to the public. The successful vendor **must** not claim ownership in any product resulting directly or indirectly from its work pursuant to this RFR, including, without limitation, any documentation, research, concepts, reports, lottery products or any and all work product produced in connection with this project.
13. It is **desirable** that the successful vendor be capable of working in conjunction with and supporting from time to time any consultant or advisor of the Treasurer’s Office or the Lottery, including such consultant contracted pursuant to RFR #LOT 1204 for Consultant Services for Development of Request for Responses for New On-Line Gaming System.
14. Resumes of all individuals who will work on this project **must** be provided. Each resume should include a brief narrative describing the individual’s relevant experience and how his or her particular experience relates to the proposed role on this project. Each resume must include the appropriate identifying experience level as defined in the Cost Table, Attachment C.
15. It is **desirable** that vendors provide relative project involvement based on the category of experience levels defined in the Cost Table, Attachment C. That is, please provide, as a percentage, what would be anticipated for involvement by each of the listed category of experience levels. This will assist the Lottery in determining experience devoted to the project, and also in determining anticipated vendor costs. (Do not include the cost in your response to this desirable include only the anticipated percentage of each individual’s contribution.)
16. All vendors **must** include in the Cost Table, Attachment C a detailed explanation of the hourly rates for each individual identified above as an individual who will work on this project and an explanation of all other direct expenses (including, for example, photocopying, telephone usage, travel, etc.). The Lottery also may entertain flat fees or other alternative payment arrangement that a vendor may propose in the Cost Table.
17. Vendors **must** describe the format they intend to use to invoice the Lottery. It is **desirable** that invoices provide the Lottery with easily understood information to be able to properly and completely

monitor project status relative to payments. This would include, but not be limited to: individual's names; hours worked; on what specific tasks; amount per line item; dates covered, etc.

## **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. **This is the only time and means of questions for this RFR.** The Procurement Management Team will review and consolidate inquiries received before the deadline, prepare written answers. All responses will also be posted on the Commonwealth Procurement Access and Solicitation Site - [www.comm-pass.com](http://www.comm-pass.com). If the vendor has a problem accessing the responses please contact [www.lotteryprocurement@masslottery.com](mailto:www.lotteryprocurement@masslottery.com). The source(s) of the question(s) will not be revealed.

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

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

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

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

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

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

### **IMPORTANT**

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

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

## **2. Bid Preparation**

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

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

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

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

- a. state that the Bid, including the prices in the Cost Table, will remain in effect for a period of 90 calendar days after the Bid Due Date given in the Transmittal Letter or until a Contract is made and approved, or the RFR is terminated, whichever occurs first;
- b. include the name, title, address, telephone and fax numbers and email addresses of one or more individuals who can respond to requests for additional information;
- c. include the name, title, address, telephone and fax numbers and email addresses of one or more individuals who are authorized to negotiate and sign a Contract for the Vendor;
- d. include a statement that the Vendor has read and understands the technical and business specifications of this RFR and agrees that its Bid meets all the technical and business requirements of this RFR (please note that this statement in the transmittal letter will not satisfy the requirements of Section VIII (2)(Part 3)).
- e. state that pursuant to M.G.L. c. 7, s. 22 (20) the undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. The word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

Successful bidders, upon notification of contract award, will be required to enroll in EFT as a contract requirement by completing and submitting the Authorization for Electronic Funds Payment Form,

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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. A bidder may receive additional evaluation points if the bidder offers a prompt pay discount. 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 Vendor Web system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Submission of Bids

One (1) original, Nine (9) 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 1208"**

**"THE TREASURY- LOTTERY ONLINE PRODUCTS  
TASK FORCE CONSULTANT AND FACILITATOR".**

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

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

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

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

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

### **A. Procurement Calendar**

#### **RFR #LOT 1208 THE TREASURY- LOTTERY ONLINE PRODUCTS TASK FORCE CONSULTANT AND FACILITATOR**

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

	<b>Day</b>	<b>Date</b>	<b>Time</b>
Release of RFR	Monday	January 9, 2012	
Submission of Written Inquiries	Monday	January 23, 2012	1:00PM
Response to Written Inquiries (est.)	Tuesday	January 31, 2012	
<p>(All Responses will be posted Commonwealth Procurement Access and Solicitation Site - <a href="http://www.comm-pass.com">www.comm-pass.com</a>)</p>			
<b>Response Due Date</b>	<b>Monday</b>	<b>February 13, 2012</b>	<b>1:00PM</b>
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 [One (1) Page]

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

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

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

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

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

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

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

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

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

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

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