

## AMENDMENT #2 – January 28, 2016

### REQUEST FOR PROPOSALS (RFP)

#### LOTTERY CENTRAL MONITORING AND CONTROL SYSTEM #2015-01

This Amendment #2 is being issued to amend and clarify certain information contained in the above referenced RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., **word**), and language deleted has been marked with a strikethrough (i.e., ~~word~~).

#### 21. **REVISE: Section 3.4.1.7 LCMCS Acceptance Testing Facility, page 79.**

The Contractor shall provide an Acceptance Testing Facility, located within the same building as MLGCA's Headquarters, which shall be dedicated at all times for the MLGCA's use for Acceptance Testing. Acceptance Testing is the process by which the MLGCA verifies that the delivered LCMCS or LCMCS components meet all of the Contract requirements, meet the MLGCA's standards for quality and are acceptable for deployment into the MLGCA environment. The Testing Facility shall contain an independent system that is a complete set of computer systems and software consisting of the exact duplicate configuration of the PDC (Draw, Instant, database, Telecommunications Network, including terminal types and all peripheral devices) and have all combinations of equipment and system capabilities including communication types to allow any and all testing of the LCMCS and related hardware and software. **The central servers needed for the testing system may be located at the PDC or BDC instead of at the MLGCA's headquarters provided that connectivity and routing to the Acceptance Testing Facility is separate and isolated from production routing and that the Acceptance Testing Facility at the MLGCA's location functions as required.** The Facility shall meet the following requirements:

#### 22. **REVISE: Section 3.15 Internal Control System, pages 101-102.**

The MLGCA's ICS is currently provided by the incumbent On-Line Gaming System Contract via a subcontractor. This service shall be discontinued under this Contract. Instead, during the term of this Contract, the MLGCA will competitively procure its own ICS contractor.

There will be a Primary and a Back-up ICS. The Primary ICS will be located at the MLGCA's headquarters Data Center. The Back-up ICS will be located in the MLGCA Back-up Data Center ~~at the Claims Center and Back-up Instant Ticket Warehouse~~. The Contractor shall provide all telecommunications circuits and equipment necessary to connect these systems.

The MLGCA processes all transactions for each Drawing to verify the number of prize winners for each prize level. This verification is initiated immediately after each

Drawing, so that verification can be achieved as soon as possible. Also, the MLGCA executes an Instant Ticket accounting application that processes all Instant Ticket transactions to produce balancing reports for all major functional areas of the Instant Ticket application. This audit system and its associated processes are called the ICS.

All LCMCS transactional data shall be electronically transferred in a secured mode to the MLGCA's ICS at intervals specified by the MLGCA. This data shall be provided in near real-time and support check point balancing.

The Contractor awarded this Lottery Central Monitoring and Control System Contract shall be required to work cooperatively with the MLGCA's ICS contractor to provide full access to all data feeds required.

**23. REVISE: Section 3.27.14 Power and Power Back-up Equipment, page 140.**

Each Facility shall contain, at a minimum, the following ancillary equipment. All of these systems shall be new and shall be maintained in good operating condition:

1. An ~~A completely new~~ uninterruptible power supply with batteries and electrical generating capabilities of, at a minimum, one hundred fifty (150) percent of the capacity needed to sustain all hardware, environments, equipment, communications equipment and necessary lighting to conduct full capacity business until primary power is restored if a failure occurs.
2. If a raised floor is not used in computer areas, the Contractor shall describe what designs and procedures are considered to ensure protection against electrical shocks and accidents.

**24. REVISE: Section 3.30.1-1 (Numbering as revised by Amendment #1) LIQUIDATED DAMAGES, pages 142-143.**

It is agreed by the MLGCA and Contractor that:

1. If the Contractor does not provide or perform the requirements referred to or listed in this provision, damage(s) to the MLGCA will result.
2. Proving such damage(s) will be costly, difficult, and time consuming.
3. The damage figures listed below represent a good faith effort to quantify the range of harm that could reasonably be anticipated at the time of the making of the Contract and is not considered a penalty.
4. Liquidated damages shall become due within thirty (30) calendar days after written notification by the MLGCA, which will be provided within ninety (90) days from the date of the resolution of the event causing the assessment of Liquidated Damages. The MLGCA may, at its sole discretion, deduct liquidated damages from payments due to the Contractor. The Contractor's surety shall be liable under the Performance Bond for all liquidated damages assessed against the Contractor.

5. Nothing in this provision shall be construed as relieving the Contractor from performing all Contract requirements whether listed herein or not, nor is the MLGCA's right to enforce or to seek other remedies from failure to perform any other Contract duty hereby diminished.
6. Remedies of the MLGCA specified in this section or elsewhere in the Contract for breach or failure of performance by the Contractor shall in no way limit any other remedies available to the MLGCA under the Contract; under any statute or regulation; or at law or in equity including, without limitation, all remedies of a buyer under the Uniform Commercial Code. All rights, powers and remedies shall be cumulative and concurrent. Any failure of the MLGCA to exercise a remedy shall not be a waiver of any breach or non-performance by the Contractor nor shall it prevent the MLGCA from later exercising that or any other remedy.
7. The Contract will be used by the MLGCA to monitor Contractor performance and will provide the basis for determining liquidated damages.
8. All Liquidated Damages (General and Specific) listed in this RFP shall also apply to Additional Tasks defined in Section 3.26, if a NTP is issued.

### **Correction to Previous Amendment**

**25. REVISE: Section 3.30.17 Performance, page 148.**

**This revision supersedes the previous revision contained in  
Amendment #1, Item #9.**

#### 3.30.17.1 Condition

The Send-to-Cut time for any Retailer Terminal, PSST or other device capable of producing or validating Tickets shall not exceed **four (4)** ~~three (3)~~ seconds, from the Terminal or device to the LCMCS and back. This time includes the total round trip communications time and the processing of the transaction by the LCMCS(s). ~~The Telecommunication Network shall meet this objective 99.99% of the time.~~ The Send-to-Cut time shall be under **three (3)** ~~two (2)~~ seconds 99% of the time. At no time shall the Send-to-Cut time exceed four (4) seconds.

#### 3.30.17.2 Damage

\$5,000 per hour or portion thereof when the Send-to-Cut time exceeds four (4) seconds for over one (1) % of the Retailer Network.

**Except as expressly amended herein, all other terms, provisions and conditions in the RFP remain unchanged and in full effect.**