

## AMENDMENT #3 – February 8, 2016

### REQUEST FOR PROPOSALS (RFP)

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

This Amendment #3 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~~).

**26. REVISE: Section 3.21.3 Hotline (Retailer Trouble Reporting System), Item #2, page 116.**

2. The Hotline shall provide a single toll-free number to be used by all Retailers when reporting issues with their equipment or when requesting supplies. The Contractor shall employ sufficient resources to meet the performance standards for Terminal/Monitor field service and Hotline operators. **Eighty Five percent (85%)** ~~Ninety Nine percent (99%)~~ of calls to the Hotline shall be answered within **sixty (60)** ~~thirty (30)~~ seconds. Average wait times shall not exceed one (1) minute for any 30 minute period.

**27. REVISE: Section 3.27.12.1 Disaster Plan, Item #4, pages 137-138.**

4. Failover testing to the BDC, whereby the Contractor shall demonstrate that the BDC is fully functional by operating in production from the BDC, shall be conducted at least twice per Contract year for at least one Business Day as directed by the MLGCA. The PDC shall serve as the backup data center in this scenario. ~~This test shall also demonstrate the ability to process and ship Instant Tickets from the Back-up Instant Ticket Warehouse.~~ A written report on the failover testing shall be supplied to the Contract Manager within five (5) days of each failover test. This report shall highlight any issues encountered and the corrective actions being taken to mitigate these issues. The MLGCA may request a repeat test outside of the scheduled semi-annual tests if it deems the issues encountered are serious enough to warrant another test necessary.

**28. REVISE: Section 3.30.16 Retailer Website Unavailability, page 148.**

3.30.16 RETAILER WEBSITES UNAVAILABILITY

3.30.16.1 Condition

The websites shall be unavailable for access and **unable** available to perform functions no more than two (2) minutes total from the time an issue is detected or reported to the Contractor during any Business Day, excluding scheduled maintenance time as approved by the MLGCA.

3.30.16.2 Damage

Up to \$1,000 per ~~day~~ hour or portion thereof when a Retailer website is not accessible and/or performing its functions.

**29. REVISE: Section 3.32 Insurance Requirements, page 155.**

3.32.4.2 ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY

The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence/aggregate.

3.32.4.4 CYBER SECURITY/DATA BREACH INSURANCE

The Contractor shall maintain Cyber Security/Data Breach Insurance in the amount of \$10,000,000 per occurrence/aggregate. The coverage shall be valid at all locations where work is performed or data or other information concerning the State's claimants and/or employees is processed or stored.

**30. REVISE: Section 3.32.5 STATE INCLUSION ON INSURANCE, pages 155-156.**

The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 30 ~~45~~ days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 15 ~~30~~ days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

**31. REVISE: Attachment A –Contract, Section 1.10, page 181.**

"Proposal" collectively refers to the Offeror's Technical Proposal and Financial Proposal including any revisions, clarifications or Best and Final Offers ("BAFO") that have been submitted by the Offeror and accepted by the MLGCA.

**32. REVISE: ATTACHMENT F – PRICE SHEET, pages 245-256.**

Remove in their entirety the following pages of Attachment F – Price Sheet and replace with the attached revised pages:

<u>Remove Pages</u>	<u>Replace with Attached Pages</u>
249 & 250	249, 250 & 250-1 (Revised 2/8/2016 - Amendment #3)
254	254 & 254-1 (Revised 2/8/2016 - Amendment #3)

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

**PART B. – ADDITIONAL TASKS I, II, III, IV and V**

(Note: These Additional Tasks are for optional services and equipment.)

**Task I. – E-COMMERCE SUBSCRIPTIONS:** The Offeror must provide its price to provide all equipment, hardware, software, personnel and services required by this RFP to provide the E-Commerce Subscriptions Task. The price shall be expressed as a Fixed-Price type Unit Price based on a **Fixed Percent of E-Commerce Sales**.

B(1). Proposed Fixed Percent for All Services & Hardware Required by this RFP for Task I – E-Commerce Subscriptions.	B(1)_____ (%) Percent shall be stated to 5 decimal places (e.g.,0.00000)			
	% On Line B(1) x \$100 million E-Sales (EST)			
Estimated Annual Price for Task I	= \$ _____			
	<b><u>If NTP Issued in Years 2 -3</u></b>	<b><u>If NTP Issued in Years 4 -5</u></b>	<b><u>If NTP Issued in Years 6 - 7</u></b>	<b><u>If NTP Issued in Years 8 - 10</u></b>
<b><u>Fixed Percent (i.e. Revised B(1)) for each subsequent period if NTP Issued After the First Year of the Contract</u></b>				

**Task II. – HOST MDLOTTERY.COM ONLINE NETWORK:** The Offeror must provide its price to provide all equipment, hardware, software, personnel and services required by this RFP to provide the Host mdlottery.com Task. The price shall be expressed as a **Fixed Monthly Fee**.

B(2). Proposed Fixed Monthly Fee for All Services & Hardware Required by this RFP for Task II – Host mdlottery.com Online Network	B(2)\$_____ Fixed Monthly Fee stated in Dollars (e.g.,\$000.00)			
	Amount On Line B(2) x 12 months			
Estimated Annual Price for Task II	= \$ _____			
	<b><u>If NTP Issued in Years 2 -3</u></b>	<b><u>If NTP Issued in Years 4 -5</u></b>	<b><u>If NTP Issued in Years 6 - 7</u></b>	<b><u>If NTP Issued in Years 8 - 10</u></b>
<b><u>Fixed Monthly Fee (i.e. Revised B(2)) for each subsequent period if NTP Issued After the First Year of the Contract</u></b>				

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**Task III. – SECONDARY COMMUNICATIONS CONNECTION TO RETAILERS:** The Offeror must provide its price to provide a secondary, backup, communications method for connecting Retailers to the Retailer network. This connectivity shall be via a separate communications path from the primary connectivity. The price shall be expressed as a **Fixed Monthly Fee**.

B(3). Proposed Fixed Monthly Fee for All Services & Hardware Required by this RFP for Task III – Secondary Communications Connection to Retailers. Per 100 Retailers	B(3)\$_____ Fixed Monthly Fee stated in Dollars (e.g.,\$000.00)			
	Amount On Line B(3) x 12 months			
Estimated Annual Price for Task III	= \$ _____			
	<u>If NTP Issued in Years 2 -3</u>	<u>If NTP Issued in Years 4 -5</u>	<u>If NTP Issued in Years 6 - 7</u>	<u>If NTP Issued in Years 8 - 10</u>
<u>Fixed Monthly Fee (i.e. Revised B(3)) for each subsequent period if NTP Issued After the First Year of the Contract</u>				

**Task IV. – PLAYER LOYALTY CLUB:** The Offeror must provide its price to provide all equipment, hardware, software, personnel and services required by this RFP to provide the Player Loyalty Club Task. The price shall be expressed as a **Fixed Monthly Fee**.

B(4). Proposed Fixed Monthly Fee for All Services & Hardware Required by this RFP for Task IV – Player Loyalty Club.	B(4)\$_____ Fixed Monthly Fee stated in Dollars (e.g.,\$000.00)			
	Amount On Line B(4) x 12 months			
Estimated Annual Price for Task IV	= \$ _____			
	<u>If NTP Issued in Years 2 -3</u>	<u>If NTP Issued in Years 4 -5</u>	<u>If NTP Issued in Years 6 - 7</u>	<u>If NTP Issued in Years 8 - 10</u>
<u>Fixed Monthly Fee (i.e. Revised B(4)) for each subsequent period if NTP Issued After the First Year of the Contract</u>				

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**Task V. – LOTTERY CUSTOMER RESOURCE CENTER – LANHAM, MD:** The Offeror must provide its price to provide all office space, equipment, hardware, software, and services required by this RFP to provide a MLGCA Customer Resource Center in Lanham, MD. The price shall be expressed as a **Fixed Monthly Fee**.

B(5). Proposed Fixed Monthly Fee for All Services & Hardware Required by this RFP for Task V – Lottery Customer Resource Center – Lanham, MD.	B(5)\$_____ Fixed Monthly Fee stated in Dollars (e.g.,\$000.00)			
	Amount On Line B(5) x 12 months			
Estimated Annual Price for Task V	= \$ _____			
	<u>If NTP Issued in Years 2 -3</u>	<u>If NTP Issued in Years 4 -5</u>	<u>If NTP Issued in Years 6 - 7</u>	<u>If NTP Issued in Years 8 - 10</u>
<u>Fixed Monthly Fee (i.e. Revised B(5)) for each subsequent period if NTP Issued After the First Year of the Contract</u>				

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**Sub-Part CII:** Alternative Payment Methods. The Offeror must provide its price to provide all equipment, hardware, software, personnel and services required by this RFP to provide Alternative Payment Methods from players. The price shall be expressed as a **Fixed Monthly Fee**.

CII. Proposed Fixed Monthly Fee for All Services & Hardware Required by this RFP for Task VI – Alternative Payment Methods. Per 100 Retailers	CII\$_____ Fixed Monthly Fee stated in Dollars (e.g.,\$000.00)			
	Amount On Line B(4) x 12 months			
Estimated Annual Price for Task VI CII	= \$ _____			
	<u>If NTP Issued in Years 2 -3</u>	<u>If NTP Issued in Years 4 -5</u>	<u>If NTP Issued in Years 6 - 7</u>	<u>If NTP Issued in Years 8 - 10</u>
<b><u>Fixed Monthly Fee (i.e. Revised CII) for each subsequent period if NTP Issued After the First Year of the Contract</u></b>				

**Sub-Part CIII:** Offerors shall state their proposed price for any other types of equipment and services (except Terminals) that it may provide in the form of a **Fixed Price type Unit Price for a “Percent of Net Sales”**.

CIII(1). Proposed Fixed Percent for All Services, Hardware & Software, as applicable.	CIII(1)_____ (%) Percent shall be stated to 5 decimal places (e.g.,0.0000)			
	% On Line CIII(1) x \$1.8 billion Sales (EST)			
Estimated Annual Price	= \$ _____			
	<u>If NTP Issued in Years 2 -3</u>	<u>If NTP Issued in Years 4 -5</u>	<u>If NTP Issued in Years 6 - 7</u>	<u>If NTP Issued in Years 8 - 10</u>
<b><u>Fixed Percent (i.e. Revised CIII(1)) for each subsequent period if NTP Issued After the First Year of the Contract</u></b>				

CIII(2). Proposed Fixed Percent for All Services, Hardware & Software, as applicable.	CIII(2)_____ (%) Percent shall be stated to 5 decimal places (e.g.,0.0000)			
	% On Line CIII(2) x \$1.8 billion Sales (EST)			
Estimated Annual Price	= \$ _____			
	<u>If NTP Issued in Years 2 -3</u>	<u>If NTP Issued in Years 4 -5</u>	<u>If NTP Issued in Years 6 - 7</u>	<u>If NTP Issued in Years 8 - 10</u>
<b><u>Fixed Percent (i.e. Revised CIII(2)) for each subsequent period if NTP Issued After the First Year of the Contract</u></b>				

CIII(3). Proposed Fixed Percent for All Services, Hardware & Software, as applicable.	CIII(3)_____ (%) Percent shall be stated to 5 decimal places (e.g.,0.0000)			
	% On Line CIII(3) x \$1.8 billion Sales (EST)			
Estimated Annual Price	= \$ _____			
	<b><u>If NTP Issued in Years 2 -3</u></b>	<b><u>If NTP Issued in Years 4 -5</u></b>	<b><u>If NTP Issued in Years 6 - 7</u></b>	<b><u>If NTP Issued in Years 8 - 10</u></b>
<b><u>Fixed Percent (i.e. Revised CIII(3)) for each subsequent period if NTP Issued After the First Year of the Contract</u></b>				

CIII(4). Proposed Fixed Percent for All Services, Hardware & Software, as applicable	CIII(4)_____ (%) Percent shall be stated to 5 decimal places (e.g.,0.0000)			
	% On Line CIII(4) x \$1.8 billion Sales (EST)			
Estimated Annual Price	= \$ _____			
	<b><u>If NTP Issued in Years 2 -3</u></b>	<b><u>If NTP Issued in Years 4 -5</u></b>	<b><u>If NTP Issued in Years 6 - 7</u></b>	<b><u>If NTP Issued in Years 8 - 10</u></b>
<b><u>Fixed Percent (i.e. Revised CIII(4)) for each subsequent period if NTP Issued After the First Year of the Contract</u></b>				

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