THE COMMONWEALTH OF MASSACHUSETTS

**EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS**

**DEPARTMENT OF FISH AND GAME**


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**Request for Response (RFR)**

**Document Title: Electronic Licensing Services to the Massachusetts Department of Fish and Game**

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## 1 RFR INTRODUCTION AND GENERAL DESCRIPTION

### 1.1 Procurement Scope and Description

Since 2009, the Commonwealth of Massachusetts' Department of Fish and Game (DFG) has contracted for a vendor-hosted electronic licensing solution—branded as MassFishHunt—that enables DFG to issue hunting and fishing licenses and permits via the Internet and at point of sale (POS) outlets. The Department of Fish and Game's current contract ends on May 31, 2025, which will complete the initial contract term authorized by DFG in 2021. The purpose of this procurement is to seek an experienced Vendor to replace the current electronic licensing solution with a vendor-hosted application that first and foremost provides a frictionless experience for customers, while supporting DFG recruitment, retention, and reactivation (R3) for fishing, hunting, and shooting sports, as well as and outdoor education initiatives.

The selected Vendor must develop, host, maintain, and support a licensing software solution that will enable DFG and its agents to issue licenses and permits via the Internet and POS outlets. The selected Vendor's solution must manage customer and license data, print licenses on-site, email licenses and receipts, provide data reporting and visualization services, be easily configurable, and utilize electronic fund transfer (EFT) to collect revenue on a timely basis. The solution must also include event registration and event management.

As described in more detail in **Section 3 Specifications** of this RFR, DFG is seeking a licensing services provider that uses proven technologies and business processes that have been implemented successfully in previous engagements with similar government agencies. The proposed electronic licensing software solution must be the result of a proven record of creative development, implementation, and operation that will meet DFG-specified performance standards on an ongoing basis.

Bidders must propose a comprehensive project work plan that sets forth the range of operational and service components required by DFG. Because DFG and its Divisions rely heavily on the licensing program's mission-critical regulatory and financial components, the solution must be reliable, secure, flexible, and user-friendly for DFG staff, its POS licensing agents and Internet customers. The solution must also meet applicable Commonwealth information technology specifications and other requirements, including by way of example, safeguarding the confidentiality of personal data in accordance with the requirements of the Massachusetts Fair Information Practices Act—MGL c. 66A, [malegislature.gov/Laws/GeneralLaws/PartI/TitleX/Chapter66A](malegislature.gov/Laws/GeneralLaws/PartI/TitleX/Chapter66A).

The selected Vendor will be compensated under this Contract solely from convenience fees (online sales only) and administrative handling charges for licenses and other products purchased online or at a POS agent location. In some scenarios, the selected Vendor may also be compensated in part through an annual event management fee (see **Section 6.5.2 Step 2: Rating Evaluation Category No. 4 (Standard Cost Responses)**). Consequently, DFG makes no guarantee as to how many licenses will be issued or how much compensation the Contractor will receive over the duration of the Contract.

### 1.2 Background Information

The Department of Fish and Game's mission is to preserve the Commonwealth's natural resources and the people's right to the preservation of those resources. There are two Divisions within DFG—the Division of Fisheries and Wildlife (DFW), and the Division of Marine Fisheries (DMF) that issue licenses, permits, and authorizations through MassFishHunt, on a calendar year basis.

#### 1.2.1 Division of Fisheries and Wildlife

The Division of Fisheries and Wildlife issues approximately 235,000 freshwater fishing, hunting, and trapping licenses; 85,000 hunting permits; and 85,000 hunting stamps each calendar year. Approximately 80% of DFW's licenses are issued via Internet sales and 15% are issued at 115 retail stores (ranging from small bait and tackle shops to national chains). The remaining 5% are issued at city and town halls, and DFW and DMF office locations. Approximately 3,100 Special Permits (±30 permit classes, e.g., Wildlife Rehabilitation, Sale of Baitfish), of which approximately 2,600 require payment of a fee, are issued annually. License revenues from all sales channels are automatically transferred via EFT/ACH processing on a weekly basis to DFW. Approximately 7,800 participants are registered per year in DFW Learn to Hunt, Learn to Fish, and Hunter Education Programs.

#### 1.2.2 Division of Marine Fisheries

The Division of Marine Fisheries issues approximately 195,000 recreational saltwater fishing permits; 5,500 recreational lobster permits; and 900 for-hire vessel (charter and head boat) permits each calendar year. Approximately 77% of DMF's permits are issued via Internet sales; 18% at 115 retail stores; approximately 1% at city and town halls; and 4% at ten DMF and DFW office locations. Permit revenues from all sales channels are automatically transferred via EFT/ACH processing on a weekly basis to DMF.

### 1.3 Applicable Procurement Law

This Bid is issued under the following laws:

- Purchase of supplies and equipment; rules and regulations; duties of state purchasing agent—MGL c. 7, § 22, malegislature.gov/Laws/GeneralLaws/PartI/TitleII/Chapter7/Section22
- Purchasing of goods, supplies, equipment, and services for state departments—MGL c. 30, § 51, malegislature.gov/Laws/GeneralLaws/PartI/TitleIII/Chapter30/Section51
- Approval of purchases—MGL c. 30, § 52, malegislature.gov/Laws/GeneralLaws/PartI/TitleIII/Chapter30/Section52
- Procurement of commodities or services—801 CMR 21.00, www.mass.gov/regulations/801-CMR-21-procurement-of-commodities-or-services-including-human-and-social-services

### 1.4 Number of Awards

Only one Bidder will be awarded a contract under this RFR.

### 1.5 Eligible Entities

Any contract resulting from this Bid will be open for use to the Issuing Entity in the manner described in this RFR.

### 1.6 Acquisition Method(s)

The acquisition method(s) to acquire services from this Bid is Fee for Service.

### 1.7 Contract Duration

The expected duration of this Contract is as follows:

| Contract Duration | Number of Options | Number of Years | Instructions |
|---|---|---|---|
| **Initial Duration** | | **Four (4)** | The Contract will be executed for this Initial Duration and will run from the Contract Effective Date for four (4) years. |
| **Renewal Options** | **Three (3)** | **Three (3)** | There are three (3) options to renew for consecutive three (3) year terms. |
| **Total Maximum Contract Duration** | | **Thirteen (13)** | Thirteen (13) years from the Contract Effective Date. |

No goods may be ordered and no new leases, rentals, maintenance, or other agreements for services may be executed after the Contract has expired.

## 2 ESTIMATED PROCUREMENT CALENDAR

Times are Eastern Standard/Daylight (US), as displayed on the COMMBUYS system clock displayed to Bidders after logging in. If there is a conflict between the dates in this Procurement Calendar and dates in the Bid's Header, the dates in the Bid's Header on COMMBUYS shall prevail. Bidders are responsible for checking the Bid record, including Bid Q&A, on COMMBUYS for Procurement Calendar updates.

| EVENT | DATE |
|---|---|
| **Bid Release Date** | November 17, 2023 |
| **Virtual Bidders' Conference** | Time TBD on November 27, 2023 |
| **Deadline for Submission of Questions through COMMBUYS Bid Q&A** | December 4, 2023 |
| **Official Answers for Bid Q&A published (Estimated)** | December 18, 2023 |
| **Bid Amendment Deadline and Online Quote Submission begins. Bid documents will not be amended after this date.** | December 22, 2023 |
| **Deadline for Quotes and Bid Responses (*Bid Opening Date/Time* in COMMBUYS)** | January 18, 2024 |
| **Interviews of Finalist(s) (Estimated)** | March 6, 2024 |
| **Notification of Apparent Successful Bidder(s) (Estimated)** | March 15, 2024 |

### 2.1 Written Questions via Bid Q&A on COMMBUYS

The Bid Q&A provides the opportunity for Bidders to ask written questions and receive written answers from the Strategic Sources Team (SST) regarding this Bid. All Bidders' questions must be submitted through the Bid Q&A found on COMMBUYS (see **Section 2.2 Locating Bid Q&A** for instructions). Questions may be asked only prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar, above. The Department of Fish and Game reserves the right not to respond to questions submitted after this date. It is the Bidder's responsibility to verify receipt of questions.

Please note that any questions submitted to the SST using any other medium (including those that are sent by mail, fax, email, or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder's question has already been posted.

Bidders are responsible for entering content suitable for public viewing since all questions are accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusive, or otherwise objectionable, including information about the Bidder's company or other companies. The SST reserves the right to edit or delete any submitted questions that raise any of these issues, or that are not in the best interest of the Commonwealth or this Bid.

**All answers are final when posted. Any subsequent revisions to previously provided answers will be dated.**

It is the responsibility of the prospective Bidder and awarded Vendor to maintain an active registration in COMMBUYS and to keep submitted contact information in use. If awarded a contract, the Bidder's contact person and prospective contract manager should monitor their email for communications from DFG Purchasing, including requests for clarification. The Department of Fish and Game and the Commonwealth assume no responsibility if a prospective Bidder's or awarded Vendor's designated email address is not current, or if technical problems, including those with the prospective Bidder's or awarded Vendor's computer, network, or Internet service provider (ISP) cause email communications sent to or from the prospective Bidder or awarded Vendor and DFG Purchasing to be lost or rejected by any means including email or spam filtering.

### 2.2 Locating Bid Q&A

Log into COMMBUYS; locate the Bid; acknowledge receipt of the Bid; and scroll down to the bottom of the Bid Header page. The *Bid Q&A* button allows Bidders access to the Bid Q&A page.

### 2.3 Amendment Deadline

The SST reserves the right to make amendments to the Bid after initial publication. It is each Bidder's responsibility to check COMMBUYS for any amendments, addenda, or modifications to this Bid, and any Bid Q&A records related to this Bid. The SST and the Commonwealth accept no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

### 2.4 Virtual Bidders' Conference

The Bidders' Conference will be a live, virtual conference conducted by the SST for the purpose of informing prospective Bidders about general Bid information and answering questions from prospective Bidders. Attendance is optional. Please refer to the table at the beginning of this section—**Section 2 Estimated Procurement Calendar**—and the COMMBUYS website for any updated information, including the location, time, and date of the Bidders' Conference. The Department of Fish and Game, at its sole discretion, reserves the right to conduct the Bidders' Conference remotely through an appropriate technology platform.

### 2.5 Oral Presentations and Product Demonstrations

Selected Bidders who are asked to participate in in-person Oral Presentations and Product Demonstrations will be expected to prioritize this in their schedules. The SST will make every effort to find a mutually convenient time for both the Bidder and the SST and is open to the possibility of allowing some or all the Bidder's Team to attend remotely. Failure to participate at the scheduled time of the presentation and demonstration may result in disqualification, reduction of points, or other action that the SST deems appropriate.

## 3 SPECIFICATIONS

Please note that additional required terms appear elsewhere in this RFR, including in the Appendices. For example, the requirements associated with a Bidder's Project Work Plan, Project Management Approach, and Project Work Schedule are contained in **Section 7.2 Format of Responses and Attachments**.

### 3.1 Bidder Qualifications

#### 3.1.1 Company Certifications and Affiliations

The response must contain the name of the Bidder, its address, a telephone number, a contact person, the office that will be responsible for performing the services requested in this RFR, and any other office(s) that will participate in performing these services. Bidders may propose team arrangements in their responses; however, all such responses must identify a single business entity as the prime Contractor having complete fiscal, administrative, and managerial responsibility under the Contract. The Contractor is responsible for meeting the requirements of the Contract even if a subcontractor is performing specific duties.

#### 3.1.2 Company Experience

- Bidders must describe their company's business background, including number of years in business; years in the industry applicable to this RFR; and an organizational chart.
- Regardless of the arrangement proposed, all Bidders are advised that the prospective Vendor must possess the following attributes:
  - Established as a financially stable business for a minimum of five (5) years
  - Management capability and experience to effectively direct, guide, and supervise their internal team and work effectively with the hiring agency's personnel
  - Authority to commit the personnel, funds, and other resources deemed necessary and appropriate by DFG to meet the overall requirements of this RFR and the Contract in a timely and professional manner
  - Specific pertinent skills and experience, directly or through the team, to effectively meet the requirements specified in this RFR and the Contract
  - Management, financial, and administrative resources and support system committed to the Contract necessary to effectively implement, monitor, track, and document all activities under the Contract
- Bidders shall identify, in summary form, all subcontractors that will perform significant work under the Contract including designers, software providers, engineers, equipment suppliers, computer system suppliers, consultants, service providers, Minority Business Enterprises (MBEs) or Women Business Enterprises (WBEs), and any other firms that will play a significant role under the Contract. The section shall include a summary description of the work to be performed by each subcontractor and the percentage of the total effort that the work represents, which must be discussed more comprehensively in the Project Team and Key Personnel component of the response.
- Bidders must list and explain all past (previous 10 years) and pending criminal and civil investigations; criminal convictions; criminal indictments; civil penalties with a liability of $10,000 or greater; notices of violation; administrative orders; license revocations; and license suspensions issued or obtained by any state or federal authority that cites a violation of any statute, regulation, or court order against the Bidder, its major subcontractors, or any officer, director or partner of the Bidder or any major subcontractor, or by any other persons holding, directly or indirectly, 5% or more equity in the Bidder or a major subcontractor. A major subcontractor means any subcontractor whose subcontract is for an amount equal to or exceeding 20% of the total Contract value.

- Bidders must document the experience of their company as well as their personnel, including any previous or current contracts which are relevant to the planning, design, development, management, operation, and oversight of the licensing services called for in this RFR. The Department of Fish and Game is particularly interested in any previous or current contracts that provided or provide licensing services to wildlife agencies in other states, or to other Massachusetts state agencies or governmental entities. Any descriptions of previous or current contracts shall, at a minimum, include the following details:
  - The contract duration and effective dates
  - The name, title, address, and telephone number of persons who may be contacted by DFG for verification of all the information submitted and as a reference
  - References from other states; DFG reserves the right to contact other states
  - Any contract termination or extension, liquidated damages, penalties, litigation, and disputes relating to such contract
  - A detailed description of the contract scope of work, which highlights those areas that are particularly relevant to the scope of services in this RFR
  - Any other appropriate information related to the development, implementation, and operation of the identified program
  - Optional description of any other relevant services performed by the Bidder, provided the description addresses the topics identified above
  - Description of previous experience with developing and implementing a licensing software solution for at least three states or other government agencies

**3.1.3 Bidder's Project Team and Key Personnel**

Bidders must provide the following information regarding their proposed project team, including the specific key personnel to be assigned to work on the Contract.

**3.1.3.1 Project Team**

Bidders must describe—in greater detail than in the Bidder Identification component of the response—their proposed Project Team, including each Joint Venture Partner and Subcontractor, and the specific roles and related level of effort of such team members.

**3.1.3.2 Key Personnel**

Bidders must identify the specific individuals who will constitute the key personnel assigned to perform the work under the Contract, as well as specify who will serve as the Project Manager and point of contact under the Contract. The Project Manager (PM) is the person to be assigned exclusive and primary responsibility for working with Commonwealth representatives to ensure the successful and timely implementation of the Contract. Bidders must provide and otherwise demonstrate assurance that the Project Manager is authorized to commit the Bidder's resources towards full performance of the services covered under this RFR.

For everyone named as key personnel, the Bidder must include that person's resume and specify their role and level of effort under the Contract. The Bidder must also certify that all key personnel named in the response shall actually work on the Contract in the manner and at the level of effort described in the response.

No changes, substitution, additions, or deletions shall be made unless approved in advance by DFG; such approval shall not be unreasonably withheld. In addition, these individuals must continue for the duration of the Contract, except in the event of resignation or death. The replacement of key personnel, as approved by DFG, must be made as soon as practicable, but not later than thirty (30) days. Any such replacement of key personnel must be with personnel of equal ability and qualifications, as agreed to by DFG. The selected Vendor must communicate, as soon as possible to DFG's PM and Product Owner (PO), when key personnel leave their company unexpectedly.

More specifically, Bidders must provide a detailed staffing plan for key personnel that includes the following information:

- Management and subcontractor personnel who will be involved in developing, operating, or managing any part of the Program—names and titles of key personnel along with a comprehensive description of their roles, responsibilities, qualifications, and work experience
- The percentage of work time that each key person will allocate to the project
- The locations at which key persons will primarily work

Bidders must explain how the proposed roles and time commitments of key personnel will remain unaffected by any other existing or potential contract obligations, or by any other major business commitment(s) of the Bidder, including commitments of a parent, subsidiary, or affiliate of the Bidder. Bidders also must provide an analysis concerning how they plan to allocate the necessary time and resources to the project to meet the performance and schedule requirements of the Contract.

Bidders must also describe the roles, responsibilities, and reporting relationships of personnel performing work under the Contract and include the following information:

- A description of the control system designed to identify and avoid potential and actual conflicts of interest that may arise under the Contract
- An explanation of the roles of the program management structure and the balance of the Bidder's organizational structure
- A description, with organizational charts, of the Bidder's management structure, systems, organization, and communications channels, highlighting contract management and identifying the persons who will coordinate activities with the Commonwealth
- Resumes for each management personnel identified in the description—DFG reserves the right to approve the final staffing plan prior to executing the Contract
- A description of the management and tracking systems the Bidder proposes to implement to ensure Contract performance

In conformance with Conditions 8 and 9 in the Commonwealth's Terms and Conditions, the selected Vendor will not be allowed to assign, delegate, or otherwise transfer its responsibilities under the Contract, or utilize subcontractors without the advance approval of DFG. Moreover, during the course of the Contract, DFG reserves the right to approve or disapprove the selected Vendor's or any Subcontractor's staff assigned to the Contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any Contractor employee or subcontractor employee found unacceptable by DFG.

**3.1.4 Financial Stability Including Bankruptcy, Litigation, and Contract Defaults**

As noted under **Section 3.1.2 Company Experience**, the selected prime Vendor must be established as a financially stable business for a minimum of five (5) years. To demonstrate that attribute, Bidders must provide detailed information on any major partner or subcontractor who intends to have a financial interest that is greater than 20% of the dollar value of the bid, excluding capital costs. The term *Bidder* in this subsection applies to the primary Bidder(s) as well as all major partners and subcontractors. Bidders must provide the following minimum information:

- Most current audited annual financial statements
- Gross annual revenue for most recently completed fiscal year
- Last bankruptcy and current or pending litigation
- Defaults on contracts

The Department of Fish and Game reserves the right to request that a Bidder provide additional information that DFG determines is relevant to evaluating the Bidder's financial stability. The selected Vendor must also have an affirmative obligation to disclose to DFG during the term of the Contract any adverse change in the financial status of the Vendor that would reasonably call into question the Vendor's financial ability to continue to provide the licensing services required by the Contract, including any reasonable foreseeable intention to file for bankruptcy. In the event that DFG determines, based on information provided by the Vendor or otherwise obtained by DFG, that a reasonable concern exists as to whether the Vendor has the financial ability to continue to provide the licensing services required by the Contract, DFG shall have the right to direct the Vendor to immediately transfer to the Commonwealth any revenues collected by the Vendor from the sales of DFG's licenses, permits, authorizations, and privileges, and to terminate the Contract.

**3.1.5 Project Management**

Bidders must describe their approach to successfully managing the project, including their approach to delivering the product and services specified in this RFR. It is DFG's expectation that the successful Bidder will apply sound project management methodologies across all project activities. This includes, but is not limited to, project planning, resource management, configuration management, quality management, test planning and execution, training, implementation and rollout, post implementation support, and change management.

In their response, Bidders must describe how they will meet the following Project Management requirements both in the initial deployment and through follow-on support and product enhancement. Describe, in detail, the tools and methodologies to support project management activity. Include examples in your descriptions of:

a. **Plan Management** The successful Bidder will be required to create and maintain a detailed project plan. The Bidder will be responsible for updating the plan with any changes and communicating those changes, including any anticipated delays, to the Commonwealth in a timely manner. Bidders must describe their approach to developing and maintaining the detailed project plan, as well as how they anticipate sharing the plan with DFG's Product Owner and Project Manager.
b. **Communication Management** Bidders must describe how they will ensure effective communication with DFG in terms of frequency, means, and type of communication. Included in their response should be the bidder's approach to:
    - Reporting on project status (include an example or template of a report).
    - Holding recurring meetings (e.g., status meetings) and ad hoc meetings (e.g., prepare for ADP sales).
    - Any other communication mechanisms not specifically outlined.
c. **Issue Resolution** The successful Bidder will be required to identify, report, and help resolve project issues. An *issue* is defined as any item that adversely affects the execution of the project. Issues may adversely impact the project's cost, timeframe, deliverable quality, or

level of service. Bidders must describe their approach to managing issues, including the proposed procedures to identify, communicate, track, escalate, and resolve project issues.

d. **Risk Management** The successful Bidder will be responsible for managing project risks. Risk management is concerned with affecting the probability and impact of positive and negative events that can occur during the duration of the project. Bidders must describe their approach to managing and mitigating risks, including their proposed processes to uncover, monitor, assess, and address risks.

e. **Change Procedures** Bidders must describe their approach to managing changes. Bidders are encouraged to include examples of how they managed and mitigated change in previous projects, and how those management efforts ensured the success of the project.

#### 3.1.6 Innovation

The Department of Fish and Game is interested in partnering with a Vendor who expects their solution will continue to evolve in response to changes in the market and emerging business needs at DFG. Bidders must describe in detail how they have developed successful innovation strategies that allow for continuous product development. Additionally, Bidders should submit a strategic roadmap for the solution being offered, along with an explanation of how future milestones may be relevant to strategic goals at DFG. Finally, bidders should describe how they will work with DFG to maximize the value of the proposed solution and their processes for identifying and deploying new services and functionality.

### 3.2 Service Specifications

The Department of Fish and Game seeks a licensing and online sales software solution with a web-based interface that does not require users (both customers and agents) to download or install any additional third- party software to make purchases. The solution must be intuitive for all users, minimizing the need for retraining as new iterations are pushed. The design of the solution must be flexible in nature to accommodate changes in products, business rules, laws, and technological changes without requiring major rewrites. The solution must ensure the secure electronic transfer of information throughout all transaction processes in accordance with industry standard security and encryption protocols (e.g., Hypertext Transfer Protocol Secure—HTTPS).

#### 3.2.1 Customer Experience and Usability

The software solution will have four different user groups that will have different functionality, with some overlap. *Customers* are constituents who purchase products through self-service Internet sales. They can purchase from desktop, mobile, or tablet. *Point of sale (POS) agents* are employees of stores who are authorized to sell licenses, permits, stamps and other DFG products within their establishment. *Agency personnel* are employees of the Divisions of Marine Fisheries and Fisheries and Wildlife who will be making sales, as well as administering back-end functionality. *Environmental Law Enforcement* includes officers who will be accessing the solution to assist with law enforcement. These user groups are further partitioned into user roles, as described in the following table:

| User Group | User Roles |
|---|---|
| Customer | • Self-serving individuals purchasing products through desktop, mobile, and tablet interfaces |
| Point of sale agent | • Store cashiers<br>• Store department managers<br>• Store managers<br>• Town hall clerks |
| Agency personnel | • Customer service and salesclerks<br>• Hunting and fishing event coordinators<br>• Marketers<br>• Biologists involved with permitting and sales<br>• Analysts |
| Environmental Law Enforcement | • Law Enforcement Officers |

**For each requirement listed below, indicate the level of your product's adherence to the requirement as a *current capability*, *requires customization*, a *future enhancement*, or *not available*. Include additional details to explain how the product meets the requirement including how many implementations are active for a current capability; level of customization needed and developmental capacity for implementations requiring customization; and the location of a future enhancement on the bidder's product roadmap. Requirements marked as *not available* are assumed to not be included in any current plans for development or action, unless expressed otherwise in the bidder's response to adherence.**

#### 3.2.1.1 Look, Feel, and Flow of Application

**Goal:** Customers experience a continuous look and feel between Mass.gov and licensing solution pages.

**Required:**

- Applied branding that is consistent with Mass.gov
- Use of agency-hosted subdomain (massfishhunt.mass.gov) to maintain consistency through the customer journey
- Consistency in look, feel, and flow of software solution across desktop, mobile, and tablet platforms, with particular emphasis on ease-of-use for mobile customers
- User interface must be intuitive for all user groups (see table in **3.2.1 Customer Experience and Usability** for specified user groups)

**Highly Desired:**

- Commonwealth of Massachusetts brand banner at the top of the MassFishHunt solution to comply with the Mass.gov domain policy, mayflower.digital.mass.gov/core/index.html?path=/docs/components-brandbanner--brand-banner-example

**Vendor Response:**

- Provide examples of consistency in agency branding on previously implemented solutions
- Provide examples how the solution will look and feel similar across platforms including desktop, mobile (Apple and Android), and tablet
- Show previous scheme for assessing user experience for implemented solutions
- Describe how dedicated user experience personnel contribute to the development process

### 3.2.1.2 Registration and Log In

#### 3.2.1.2.1 Security of Log-In Process

**Goal:** Customer login is secure and easy to navigate for all users.

**Required:**

- Login credentials and log in process are adaptable to fit the needs of DFG and are capable of complying with Massachusetts state cyber security policies and standards, www.mass.gov/handbook/enterprise- information-security-policies-and-standards (see **Section 3.3.6.1 Protection of Personal Data and Information**)
- Accounts for POS agents managed by application
- Guest log in function for customers wishing to give a donation or purchase a non-license product (e.g., magazine subscription)

**Highly Desired:**

- Authentication for agency users through an enterprise Security Assertion Markup Language (SAML) solution

**Vendor Response:**

- Provide examples of various means for customer login, including how customers will reset passcodes, or recover user IDs
- Provide examples of the guest login experience

#### 3.2.1.2.2 Enter and Edit Customer Data

**Goal:** Entering and editing customer information is intuitive and easy for all user groups and user roles.

**Required:**

- Key data elements are standardized and validated (see **Section 3.2.3.5 Data Quality**), with understanding that personal identifiable information (PII) such as driver's license numbers and social security numbers are not collected by DFG agencies
- Users have varying levels of ability to edit customer data through role-based access
- Validation process to minimize duplicate accounts
- In the event of a duplicate account, POS agents and agency personnel can merge accounts

**Vendor Response:**

- Provide examples for how the user interface (UI) and functional design facilitate the ease of use for three user types (customer, POS agent, agency personnel); include how different user roles can edit customer data
- Demonstrate the mitigation of duplicate account creation and the process in which duplicate accounts are identified and merged

### 3.2.1.3 Purchase

#### 3.2.1.3.1 Product Issuance

The software solution must accommodate all DFW's and DMF's business rules for new and renewed licenses, permits, stamps, and other current and potential future products. In all cases, the solution must track transaction information including sales channel, issue date and time, location, user identification, and payment information. More specific information on the range of current DFG products issued by DFW and DMF is contained in **Appendix 5—Electronic Licensing Products**.

**Goal:** Products—including licenses, permits, stamps, and non-regulated products—are easy for customers to find and purchase.

**Required:**

- Navigation of products and purchase journey is intuitive for customers, POS agents, and agency personnel
- Product availability for each customer adheres to DFW's and DMF's business rules for products as outlined in **Section 3.2.4.3 Product Management** and is based on **Appendix 5—Electronic Licensing Products**
- Customers can see only those products available to them based on business rules set forth in **Section 3.2.4.3 Product Management**
- Surveys may be associated with purchase of specific products (e.g., non-commercial lobster permits)
- Specific products require eligibilities to be tied to customer profiles by staff prior to the capability of purchase (e.g., farmer hunting products)

**Highly Desired**:

- Ability to prioritize or highlight products (e.g., antlerless deer permit applications)

**Vendor Response:**

- Demonstrate how product navigation will be performed for each user group: customer, POS agent, agency personnel
- Provide examples of how the product listing will appear for each user group while adhering to the business rules

**3.2.1.3.2 Gifts**

**Goal:** Individuals can purchase products for another customer while maintaining customer privacy.

**Highly Desired:**

- One or more mechanisms for individuals to purchase gift products or credits (i.e., gift vouchers) for other customers. This could include gift vouchers where the gift-giver purchases specific licensing products for the recipient, linked accounts, or other solutions proposed by the vendor. Under the voucher system, ideally, the giftee would not have to be an existing customer and could be provided with a voucher payment code to enter at checkout. Proposed solutions must comply with all applicable laws including, but not necessarily limited to, MGL c.93 s.14S and MGL c.200A, s. 5D).

**Vendor Response:**

- Describe the process for gifting through vouchers or a similar mechanism with example transaction scenarios and screenshots

**3.2.1.3.3 Donations**

**Goal:** Customers, including guest accounts, can easily make monetary contributions to DFW, DMF, and their associated programs and funds.

**Required**:

- Navigation of donation options is intuitive for customers, POS agents, and agency personnel
- Ability for Internet customers to donate without having to log in or create an account
- Ability for custom-set donation amounts and a variable donation field where customers can enter a unique donation amount
- Ability for customers to donate to specific agencies and programs (list of programs and funds include, but are not limited to: MassWildlife, DMF,

Endangered Species Fund, Wildlands Stamp Fund)

**Highly Desired:**

- Ability to round-up purchases to a higher monetary value as a donation
- Ability for customized, targeted donation recommendations based on purchase history

**Vendor Response:**

- Provide examples how donation options are displayed in addition to the main products within the solution
- Provide examples how customers donate to different programs and funds in current implementations, with the options of set and variable dollar amounts
- Demonstrate how a rounding-up process works within the solution, including the automated ask to round up, amount to be rounded up, and selection of programs or funds for proceeds of round-up to go towards

**3.2.1.3.4 Customized and Targeted Product Recommendations**

The Department of Fish and Game desires the ability to have automated customized, as well as manual targeted, product recommendations. The Department of Fish and Game also desires to configure product business rules in order to cross-sell, up-sell, or bundle purchases as described in **Section 3.2.4.3 Product Management**.

**Goal:** The software solution allows for customized product recommendations.

**Highly Desired:**

- Based on customer data, users will see automatically generated product recommendations as add-ons or up-sells before finalizing a purchase
- The solution will allow flexibility for specific users within agencies to create targeted product recommendations

**Vendor Response:**

- Describe how user groups (customer, POS agents, agency personnel) will see automatic recommendations and manipulate them for either inclusion into the purchase or ignore
- Provide screenshots that display how targeted product recommendations will be shown to users, especially if they differ from automated product recommendations

**3.2.1.3.5 Verify Eligibility**

**Goal:** The software solution automatically tracks requirements for issuing licenses.

**Required:**

- Applicant compliance with requirements is enforced by business rules (e.g., hunting license purchases require the existence of a previous hunting license, successful completion of a Hunter Education course, or the proper filing of an affidavit)
- Solution integrates with the national Wildlife Violators Compact suspension database; this is something that MassFishHunt currently does not have but is required to be a part of

**Vendor Response:**

- Demonstrate how the solution will ensure customer eligibility for a specific product before completing a sale
- Provide examples how the solution will prompt customers to purchase products after course completion (e.g., completion of a Hunter

Education course to license purchase; completion of a youth turkey course to application for the youth turkey hunt)
- Demonstrate how the solution will match people in the national Wildlife Violators Compact suspension database with customers in the solution, as DFG does not collect personal identifiable information, like driver's license numbers
- Provide examples how the solution will integrate with the national Wildlife Violators Compact suspension database to ensure license suspensions are accurate and timely

#### 3.2.1.3.6 Auto-renewal Functionality

**Goal:** Customers can select auto-renewal for their purchases, in accordance with business rules of individual products.

**Required:**

- DFG determines which products auto-renewal is available for
- DFG determines whether auto-renewal is set to "opt-in" or "opt-out"
- DFG determines which sales platforms allow auto-renewal (website customers, POS agents, and agency personnel)
- Auto-renewal selection process must follow all relevant business rules. For example, a customer cannot select auto-renewal for permits and stamps requiring a hunting or sporting license without also selecting auto-renewal for hunting/sporting. Cancellation of auto-renewal for hunting license automatically cancels auto-renewal for permits and stamps
- Customers can select which products auto-renewal is enabled for and change their options at any time (see **Section 3.2.2.6.1 Automated Transactional Emails**)
- Customers receive multiple email notifications before auto-renewal takes place, an email upon auto-renewal completion containing all relevant licenses, permits, stamps, and a receipt, and an email to update billing information if transaction fails.
- A mechanism to address changes in product eligibility tied to age

**Vendor Response:**

- Describe how users (customers, POS agents, and agency personnel) will see and interact with the auto-renewal option at the time of sale, from product selection through payment processing. Provide screenshots to demonstrate the user experience.
- Describe how customers can change their auto-renewal status at any time
- Describe and provide examples of transactional emails related to auto-renewal (i.e., reminders and transaction processing)

#### 3.2.1.3.7 Process Payments

**Goal:** Credit card payments can be made by customers and POS agent user groups, while POS agents and agency personnel can also process payments made by cash and check.

**Required:**

- Internet users can submit payments made by credit card
- POS agents and agency personnel can process payments made by cash and check

**Vendor Response**:

- Demonstrate how the solution is designed to facilitate ease of use with

- regard to submitting credit card payments
- Provide examples how POS agents and agency personnel will process payments made by cash and check

**3.2.1.4 Receipt**
**Goal:** Upon purchase, customers are provided a clear, concise receipt that can be digitally displayed, printed, and emailed.
**Required:**
- Receipts have a clean design and layout, making them easy to understand and interpret
- Receipts include necessary transaction information as well as regulated-product information (e.g., license criteria needed for display) that is displayed well in print and digitally (**APPENDIX 7—Example License and Tags**)
- Receipts describe product fulfillment, including special products like antlerless deer permit application (with Wildlife Management Zone)
- Must have ability for customer, vendor, and authorized agency personnel to reprint transaction receipt

**Vendor Response:**
- Demonstrate the process of obtaining a receipt for customer, POS agent, and agency personnel users
- Provide examples of the appearance of printed, emailed, and digitally displayed receipts, including necessary license, permit, and stamp information

**3.2.1.5 User Support**
**Goal:** The software solution has a hierarchy process for troubleshooting and other user support issues.
**Required:**
- Support for all users is intuitive and follows a path to increased personal connection
- Provide technical support for customers, POS agents, agency personnel, and law enforcement, as covered in **Appendix 10—Service Level Agreement**
- Provide offline documentation for POS agent and agency personnel as a resource for training and troubleshooting

**Vendor Response:**
- Demonstrate how all users (customer, POS agent, agency personnel, and law enforcement) can access help features within the solution and with user support representatives
- Describe the different channels that provide help (inline, chat, email, and phone)
- Provide examples of training and troubleshooting documentation that can be used offline by POS agents and agency personnel

### 3.2.2 Event Management, Communications and Outreach
The Department of Fish and Game requires tools to facilitate great customer interaction outside of license transactions. This includes the ability for citizens to register for educational courses and events, receive engaging and helpful communications from DFG, and set communication preferences for when and how they would like to receive those messages. These services also support DFG efforts to reduce churn and increase license sales and are directly connected to customer information and transaction history.

**For each requirement listed below, indicate the level of your product's adherence to the requirement as a *current capability*, *requires customization*, a *future enhancement*, or *not available*. Include additional details to explain how the product meets the requirement including how many implementations are active for a current capability; level of customization needed and**

**developmental capacity for implementations requiring customization; and the location of a future enhancement on the bidder's product roadmap. Requirements marked as *not available* are assumed to not be included in any current plans for development or action, unless expressed otherwise in the bidder's response to adherence.**

#### 3.2.2.1 Event Registration

**Goal:** Participant registration for events is user-friendly for participants and agency personnel.

**Required**:

- Provide online registration to enroll individuals in a variety of event formats including remote, hybrid, and in-person
- Event registration pages must look, feel, and flow similarly to the licensing module (see **Section 3.2.1.1 Look, Feel, and Flow of Application**)
- Participants must be able to create an account and register for events with minimal personal information (full legal name, email, physical address, gender, date of birth)
- Authorized agency personnel can configure event-specific enrollment requirements (e.g., age, prerequisites)
- Authorized agency personnel can embed multiple waivers or attestations to registration
- Event registration must support first come, first served registration where events are open until full. Participants register through the module without agency involvement.
- Authorized agency personnel can register participants before and after events take place
- Authorized agency personnel can add participants to an event, even with partial information
- Ability to charge a registration fee

**Highly Desired:**

- Customer login credentials are the same for events as they are for licensing. When customers who created their account in events attempt license purchases, it must prompt the customer to verify the account and enter additional data such as hair color, citizenship status that is required to purchase a license.
- The solution has mechanisms to avoid account duplication between licensing and event modules
- Ability for prospective event participants to mark interest to be notified about future events
- Application-based events require an application and vetting process through the module with agency involvement. Applicants are notified by email if they are selected or not. Selected students receive a registration URL in which they can provide additional needed information.
- Ability for participants to digitally register for events on-site
- Ability for participants to register themselves and reserve spots for others (e.g., children, other family members) to attend events (e.g., family fishing clinics). NOTE: An accurate participant count is required to be automatically tracked against enrollment limits for the class, but full personal details on others in the group do not need to be collected.
- Events website offers user friendly course listings that can be filtered by location, course type, skill level, etc. to allow participants to easily find the appropriate class for their needs
- Authorized agency personnel can incorporate the following question types to registration forms: single answer multiple choice; multiple answer multiple choice; branching/skip logic; matrix questions; open-ended questions; dropdown questions

**Vendor Response:**

- Provide examples of the process for enrollment, including login, and how it may correlate with licensing login. If applicable, please list any non-configurable required fields when creating an account in the event management module.
- Demonstrate the question types currently available
- Demonstrate strategies to minimize creation of duplicate accounts
- Provide examples of waiver functionality and configurability
- Demonstrate the process for a minor to register for an event with guardian permission and waiver

**3.2.2.2 Event Management Workflow—Agency setup, backend**

**Goal:** The module provides a user-friendly experience for authorized agency personnel to easily create, manage, and close events.

**Required:**

- Authorized agency personnel can easily schedule, promote, and track multiple types of public and private events and classes in different formats including in-person, hybrid, and remote
- Authorized agency personnel must be able to set up two different events at the same location at the same time
- Courses may be scheduled to occur on one or multiple dates and times. The module must be able to configure class times/dates to offer multiple dates and locations for a single event.
- Authorized agency personnel must be able to schedule hybrid classes, which include both remote and in-person sections
- Module offers different permission levels for different users including agency staff and volunteers (see volunteer section below), including but not limited to program settings, setting up courses, sending communications to participants, and tracking of course attendance and completion
- Authorized agency personnel can easily create and edit registration questions
- Ability to create new events from an event template
- Upon completion of an event, configurable options are available to record participant outcomes including pass/fail, attended/ not attended, and an option to enter a test score when required
- Once a course is closed, authorized agency staff can continue to edit participant information
- Certificates are automatically issued to successful participants. For courses that are required for certain eligibilities, the completion certificate is automatically integrated into the customer's profile in the licensing system (see **3.2.2.4 Event Management Integration** below).

**Vendor Response:**

- Provide examples of the workflow for an event including the creation, management, and closing of the event

**3.2.2.3 Event Communications**

**Goal**: Provide relevant, timely communications to participants.

**Required:**

- Automated transactional emails that are customizable for each event are sent to participants throughout the course including:
    - Course Registration confirmation

    - Course reminder emails
    - Course completion/next steps
- Authorized agency personnel retain the ability to modify and customize these automated transactional emails as needed. For example, the confirmation email includes specifics about the class such as the date, time, location, directions, and could be further customized to include specific location comments (e.g., "students should park in lower lot").
- Upon completion of courses that require a certificate, participants will be provided a course completion email with a certificate/confirmation
- Authorized agency personnel can develop automated scheduled email campaigns that includes multiple follow up emails to course graduates who provided permission to communicate (opt in) and provide next steps to these willing participants through follow-up emails
- At a minimum, emails must be customizable for a specific event and have the capability to include hyperlinks, images, and formatting (including bold, underlined, paragraph breaks, etc.)
- The event system must allow agency personnel to send test emails to themselves for all emails including confirmation, reminder, and course completion emails
- In addition to automated emails, the system must also have a communication system built in so agency personnel can send ad hoc emails to participants, including to the entire class list as well as specific individuals, or a selected group of participants
- For any communication requirements the event management system does not meet, it must seamlessly integrate with the outreach platform to send the required communication (see **Section 3.2.2.6 Communications and Marketing**)

**Highly Desired:**

- All emails meet agency brand standards. This includes providing two layouts for emails, to accommodate the needs of DMF and DFW. Email communications must include the relevant agency's logo and branding standards for the agency holding the program.
- The ability to configure the automated email schedule by event (e.g., course reminders sent two weeks before an event and again two days before the event)
- DFG maintains lists of individuals who express interest in specific course offerings (through webforms, phone, or in-person) and request to be notified about upcoming classes and events. The preferred solution will allow individuals to subscribe to notifications of upcoming events.

**Vendor Response:**

- Provide examples of features such as images, hyperlinks, formatting, and surveys, that are available in email communications with attendees during different steps of an event including registration confirmation emails, reminder email, and follow up emails. Where applicable, include images of sample emails that highlight available features.
- Demonstrate how agency personnel can customize, format, and configure system generated and supplemental email communications. Demonstrate the tools that are available for formatting and configuring emails.
- Provide examples of the workflow for notifying prospective students about an upcoming event

#### 3.2.2.4 Event Management Integration

**Goal**: The event management module provides seamless integration with the licensing module and marketing platforms.

**Required:**

- Provide seamless system integration between event and licensing modules via a single account/customer login for both events and licensing
- Backend integration between events and online licensing to reduce duplicate accounts and provide accurate data for participants
- Courses that are tied to eligibilities in MassFishHunt, such as Basic Hunter Education, Youth Turkey, and Trapper Education, must automatically provide participants with their certificate of completion and the eligibility to purchase related products upon successful completion of the course
- Ability to link event and licensing data. For example, DFG desires to assess the extent to which family fishing clinic participants with different demographics go on to purchase licenses and how many participants already have licenses when enrolling.
- Authorized users can query and download participant data and filter participants to facilitate further marketing and communications and to work with solution data in other applications

**Vendor Response:**

- Provide examples of current integration capabilities including how it connects to the license database, outreach platform and reporting
- Demonstrate the process to reduce duplicate account between licensing and event management. When a duplicate account does occur, describe the process to deal with duplicates.

#### 3.2.2.5 Volunteer Coordination

**Goal**: The event management module must provide role-based access to volunteer instructors so instructors can print class rosters, report who attended courses, and report their time and mileage for in-kind match.

**Highly Desired:**

- Volunteer instructors can access specific class information for their authorized courses based on agency permissions (such as participant first and last name only)
- Authorized agency personnel can exercise controls over whether volunteer instructors can set up their own classes and what participant data they can access, edit, and print
- Maintain event volunteer lists including the volunteer information and the course(s) they are scheduled to teach
- Volunteers can record student outcomes
- Volunteer in-kind match: time and mileage information are collected, maintained, and follows an official system for in-kind match as approved by USFWS

**Vendor Response:**

- Provide examples of the volunteer management process including how volunteers can interact with the system and if there is an option for role-based permissions for volunteers
- Demonstrate how volunteer time and mileage is collected

### 3.2.2.6 Communications and Marketing

#### 3.2.2.6.1 Automated Transactional Emails

**Goal:** Transactional emails are automatically sent to customers.

**Required:**

- Text of emails is customizable by agency personnel
- Look and feel of emails is customizable to adhere to brand standards. Emails must allow for clickable links.
- NOTE: Transactional emails related to Event Management are covered in **Section 3.2.2.3 Event Communications**
- Email receipts contain as an attachment all necessary transactional and regulatory (licenses, stamps, permits) information
- Customers receive an automated transactional email when:
    - A purchase is completed
    - The solution encounters a billing problem
    - The solution is triggered by instances related to event registration
    - An Antlerless Deer Permit (or any other) application is completed, or a change is made to the application
    - A harvest is reported or edited
    - Account information is changed or updated
    - **Highly Desired:** A purchase/transaction is pending or only partially completed (e.g., abandoned shopping cart and ADP application started but incomplete)
- Customers who have enrolled in auto-renewal (see **Section 3.2.1.3.6 Auto-renewal Functionality**) receive:
    - Multiple reminder emails that the transaction they have selected will automatically be processed. The email should contain an itemized list of auto-renewal items with prices, instruction on how to change auto-renewal preferences, date of charge, and reminder to check for other status changes (e.g., residency).
    - An email upon completed auto-renewal purchase containing necessary documents, including licenses, permits, stamps, and a receipt
    - An email to update billing information in the event that the transaction cannot be processed
    - Ability to add additional transactional emails or to further customize the emails. For example, an email reminder that there is no auto-renewal option for federal duck stamps.
    - Specialized emails to 17-, 64-, and 69-year-old (DFW) and 59-year-old (DMF) customers addressing changes in eligibility and pricing tied to age. The emails would provide a notice of price change and also address customers who may want to wait to purchase depending on their birth date.
- Automated emails are sent from a @mass.gov address, as designated by DFG

**Vendor Response:**

- Provide examples of transactional email capabilities and provide examples of various types of transactional emails generated from the vendor's existing system
- Demonstrate the tools and workflows that will be available to agency staff to customize, brand, and format transactional emails, independently and/or with vendor support

- Demonstrate auto-renewal email capabilities including examples of transaction receipt, renewal reminders, and billing issues
- Provide examples of automated transactional email metrics and analytics that agency personnel will have access to

**3.2.2.6.2 Marketing Emails**

**Goal**: Agency personnel administer promotional, marketing emails to customers.

**Required**:

- Enable efficient, automated execution of simple (e.g., monthly e-newsletter) and more complex multi-step (e.g., drip) email marketing campaigns. Vendor may provide this service through the software solution or through seamless integration with a vendor-supplied third-party provider. DFG must have the ability to send emails through the solution or to send through another third-party email service of its choosing. Current email volumes are represented in **Appendix 9—Marketing Metrics**.
- Look and feel of emails is customizable by each Division (DFW and DMF), in an easy-to-use interface, to adhere to individual division brand standards.
- Emails must allow for clickable links
- Customer data can be queried by agency personnel based on any data fields in the system (e.g., purchase history, dates, and customer profile fields) to create customized email distribution lists
- An easy-to-use campaign manager facilitates the execution of manual campaigns based on simple queries of customer details and the automated execution of multi-step drip campaigns where customer lists are automatically re-queried and filtered repeatedly during campaign execution
- Ability to upload and work with external distribution lists within the system to execute campaigns (e.g., newsletter subscribers, potential customers expressing interest in future classes or events)
- Ability to get through a spam filter, mobile-friendly
- Ability for customers to specify communication preferences when registering for an account, and to easily subscribe or unsubscribe (i.e., change preferences) later. Ideally, customers not purchasing licenses, could also create an account in the system while entering a minimum of personal information (see **Section 3.2.2.1 Event Registration**), and then specify their communications preferences within the system (e.g., sign up for newsletter or to be notified of upcoming saltwater fishing or learn to hunt events).
- Ability for marketing emails to be sent from a @mass.gov address, as designated by DFG

**Vendor Response:**

- Provide examples of email functionality provided for promotional emails, including automation
- Provide examples of customized and branded emails and screen shots demonstrating the interface that will be used by agency personnel to format and customize email layout, fonts, embedded links, images, and other available options
- Demonstrate automated marketing campaign building and email functionality within the licensing solution or through a vendor-supplied third-party provider
- Provide screen shots and workflow descriptions to demonstrate multi-step campaign-building functionality and custom list querying, and query storage and management

- Demonstrate how customers (and potentially non-customers) can subscribe and unsubscribe to various communications including indicating phones are mobile for SMS messaging, communication preferences
- Demonstrate automated marketing email functionality through API integration with external email marketing services
- Provide examples of marketing email metrics/analytics that DFG will have access to
- Demonstrate any limitations of volume of SMS and email messages that can be sent related to cost

**3.2.2.6.3 Short Message Service Communications**
**Goal:** Agency personnel use a short message service (SMS) that is integrated within the software solution to communicate with customers. This is not a current practice. See **Appendix 9 – Marketing Metrics** for projected SMS volumes.
**Required:**

- Create targeted customer lists
- Customizable SMS campaigns and ad hoc messaging
- Clickable links to webpages can be included in SMS messages
- Evaluation metrics available for SMS campaigns

**Vendor Response:**

- Demonstrate how SMS is integrated within the solution
- Provide examples of SMS communication analytics

**3.2.2.6.4 Google Analytics and Tag Manager**
The Department of Fish and Game requires tools that allow for tracking and evaluation of customer behavior within the solution, from the login page through to the confirmation page and any additional page or parts of the solution outside of license purchasing. Since DFG state website content is often part of a user's journey, analytics implementation must also facilitate cross-domain tracking. Currently, agency personnel use Google Analytics E-Commerce to evaluate transactions, including associated products and revenue, by individual paid and organic social and Ads marketing campaigns. Vendor expertise with Google Analytics 4 (GA4) and Google Tag Manager (GTM) tag deployment is desirable.

**Goal:** Authorized agency personnel run Google Analytics and Google Tag Manager on all solution web pages.
**Required:**

- Google Analytics, including Enhanced E-commerce, is enabled for the licensing solution
- E-commerce implementation and sales attribution is tested and validated
- Code for Google Tag Manager is placed on all solution web pages
- Vendor occasionally places pixels and other campaign evaluation tools to the solution's code, regarded as routine solution upkeep

**Vendor Response:**

- Provide examples of knowledge and implementation of Google Analytics 4 Enhanced E-Commerce functionality for solution pages
- Demonstrate experience placing GTM tag deployment on other licensing sites and show a system in which purchase behavior can be associated with customer demographics
- Describe qualifications of key personnel who will assist with implementation, validation, and periodic maintenance

#### 3.2.2.6.5 Other Marketing Services and Features

**Goal:** Agency personnel leverage digital advertising and marketing support services from selected Vendor.

**Highly Desired:**

- Selected Vendor has experienced, dedicated marketing staff
- Selected Vendor offers digital advertising support
- Selected Vendor offers additional funding for marketing implemented in consultation with the agency

**Vendor Response:**

- Describe the composition and experience of dedicated marketing professionals who will integrate with the Vendor team on this project
- Provide examples of the digital advertising services incorporated within the solution
- Provide examples of marketing reports and dashboards agency personnel will be provided for marketing purposes
- Describe the ability of agency personnel to post notifications for license vendors and public users

### 3.2.3 Data Management, Visualization, and Reporting

The Department of Fish and Game requires a software solution that makes it easy for both authorized agency personnel and POS agents to leverage data related to application use, customer information, and license sales to optimize services and improve programs. In the following sections, the Vendor should describe how they will ensure data quality, provide a range of reporting options, and design flexible and easy-to-use reporting tools.

**For each requirement listed below, indicate the level of your product's adherence to the requirement as a *current capability*, *requires customization*, a *future enhancement*, or *not available*. Include additional details to explain how the product meets the requirement including how many implementations are active for a current capability; level of customization needed and developmental capacity for implementations requiring customization; and the location of a future enhancement on the bidder's product roadmap. Requirements marked as *not available* are assumed to not be included in any current plans for development or action, unless expressed otherwise in the bidder's response to adherence.**

#### 3.2.3.1 Data Visualization and Reporting

**Goal:** Authorized agency personnel create a variety of summary and detailed reports with internal solution data visualization and reporting tools.

**Required:**

- Data visualization and reporting tools are easy to use, performant, and configurable
- Authorized agency personnel can create a variety of summary and detailed reports including, but not limited to, license output, financial reports, agent activity report, statistical report, monitoring reports, and spatial output.

**Vendor Response:**

- Provide examples of different user interfaces and types of data visualizations available (e.g., tables, charts, and maps)
- Demonstrate ways in which reporting tools are easy to configure by agency personnel
- Demonstrate facilitating query performance, especially when querying transactions for a product or customer spanning multiple fiscal or calendar years

#### 3.2.3.2 Data Extracts and Solution Integration

**Goal:** The software solution provides API integrations and export options allowing authorized users to work with solution data in other applications. The Department expects that 5–8 staff will be authorized to query data directly.

**Required:**

- Authorized users can use third-party tools through API integrations for data visualization and analysis
- Authorized users can query and download data
- Authorized users can export reports and visualizations in multiple formats

**Vendor Response:**

- Demonstrate experience working with third-party tools and APIs to facilitate U.S. Fish & Wildlife Service annual license certifications and reporting activities
- Demonstrate how public records requests and extracts of large data sets are facilitated
- Provide examples of integration with different industry standard query and visualization tools

#### 3.2.3.3 Data Ownership and Management

**Goal:** Bidders acknowledge that all DFG licensing data belongs to the Commonwealth of Massachusetts. The selected Vendor is not authorized to sell, distribute, or otherwise use licensing data beyond the uses described in this RFR and the resulting Contract.

**Required:**

- Provide and maintain a data dictionary describing the data as it will be replicated to the Commonwealth
- At a minimum, the data dictionary must contain information on all data elements including name, description, type, and relationship to other data
- Provide and maintain an Entity Relationship Model (Diagram) that visually depicts all database entities and tables, and their relationships to each other

**Vendor Response:**

- Demonstrate how the bidder will develop and maintain a dictionary
- Demonstrate how the bidder will develop and maintain an Entity Relationship Model
- If a replicated database is proposed for querying and reporting, define options or propose a recommendation for frequency of replication

#### 3.2.3.4 Legacy Data

The Department of Fish and Game's MassFishHunt licensing solution has been in use since December 2010.

**Goal:** Leverage all legacy data from the existing MassFishHunt solution in new software solution.

**Required:**

- Migrate all legacy licensing and events data to maintain business continuity
- Migrate legacy data from the special permits Access database into the new software solution
- Ensure all migrated data links to appropriate customers in new software solution

**Vendor Response:**

- Describe in detail how DFG's legacy data will be converted
- Specify the costs for providing such services on the **Cost Worksheet Forms** in **Appendix 10**

#### 3.2.3.5 Data Quality

**Goal:** Customer and transaction data are clean and concise, enabling communications and outreach, and data driven decisions for agency programs and initiatives.

**Required:**

- Ensure data quality for future transactions as well as perform quality assurance procedures on legacy data
- Use the U.S. Postal Service's (USPS) national standards for name, address, and ZIP codes for individuals and businesses
  - ZIP code data must be refreshed periodically with updates from USPS
  - At a minimum, the software solution must allow for ZIP + 4 and non-U.S. addresses and telephone numbers
- Validate addresses on entry

**Vendor Response:**

- Provide examples of all QA/QC (quality assurance and quality control) tools
- Provide examples of the process to minimize the number of duplicate customer accounts and correctly associate historical transactions with the correct account
- Demonstrate any procedures that occur within the user interface or upon submission of a licensing transaction that are designed to ensure data quality and standardization
- Demonstrate process for validating address on entry

### 3.2.4 Back-end Administration

Agency personnel and POS agents have varying back-end administration capabilities. Specific roles for each user group are outlined below.

**For each requirement listed below, indicate the level of your product's adherence to the requirement as a *current capability*, *requires customization*, a *future enhancement*, or *not available*. Include additional details to explain how the product meets the requirement including how many implementations are active for a current capability; level of customization needed and developmental capacity for implementations requiring customization; and the location of a future enhancement on the bidder's product roadmap. Requirements marked as *not available* are assumed to not be included in any current plans for development or action, unless expressed otherwise in the bidder's response to adherence.**

#### 3.2.4.1 Role-based Access

**Goal:** Role-based access maintains and controls user administration within the software solution. Roles govern the ability to access reports, manage accounts and products, and access solution communication.

**Required:**

- Agency roles with discrete permission levels for customer service, salesclerks, event coordinators, marketers, biologists, and analysts
- POS roles with discrete permission levels for cashiers, department managers, store managers, town hall clerks
- Law enforcement role with discrete permission level
- Ability to easily create new roles based on existing roles or a template

**Vendor Response:**

- Demonstrate the process for creating new roles
- Describe who can create and manage roles
- Provide examples of how roles can be grouped into hierarchies to allow for user management at POS locations
- Provide examples of available configuration options
- Demonstrate how law enforcement personnel can interact with the solution for

enforcement purposes

#### 3.2.4.2 User Account Management

**Goal:** Authorized personnel edit user information and manage user accounts as necessary.

**Required:**

- Authorized users can create accounts
- Authorized users can group accounts for POS locations
- Authorized users can edit customer info
- Authorized users can merge duplicate accounts
- Authorized users can add users to the Deny List
- Authorized users can void, suspend, revoke, or reactivate licenses or accounts

**Vendor Response:**

- Provide examples how the solution can meet the above requirements

#### 3.2.4.3 Product Management

**Goal:** Authorized agency personnel easily maintain license, permit, and product information.

**Required:**

- Authorized users can enable product auto-renewal
- Authorized users can create new products based on existing products or templates
- Authorized users can add and edit product info
- Detailed requirements for creating and editing harvest report surveys can be found in **Section 3.2.4.7 Mandatory Harvest Reports**
- Authorized users can issue eligibilities to select customers which allow special products to become available for sale

**Vendor Response:**

- Provide examples of how the solution can meet the above requirements

#### 3.2.4.4 Messaging within the Software Solution

**Goal:** Communication between agency personnel and POS agents is easy and efficient, with messages configured to facilitate customer transactions.

**Required:**

- Agency personnel can create alerts for POS agents
- Agency personnel can compose messages for individual POS agents
- Agency personnel can compose and send messages to specific sales channels (e.g., POS agents)
- Agency personnel can create banner alerts for Internet customers
- Create messages within the solution for error handling or transaction notification, see **Section 3.2.2.6.1 Automated Transactional Emails**

**Vendor Response:**

- Provide examples of how authorized users can configure notifications within the solution including notification screens, confirmation screens, email messages, system error messages

#### 3.2.4.5 Manage Antlerless Deer Permit Issuance

To harvest an antlerless deer in Massachusetts, a hunter must possess a valid hunting or sporting license, as well as an Antlerless Deer Permit (ADP). Most ADPs issued are specific to one of the 15 Wildlife Management Zones (WMZ), while other ADPs associated with specific special hunts are not WMZ-specific. ADPs issued for specific hunting opportunities (e.g., hunts on specific properties, annual deer hunt for people who are paraplegic, and permits issued to farmers and landowners) are not specific to a WMA; however, all such products do require an authorization or eligibility first be issued to the customer before purchasing the ADP product. An ADP allows the harvest of one (1) antlerless deer in the WMZ specified on the permit, if applicable, during any deer hunting season (i.e., Archery, Shotgun, and Primitive Firearms). Hunters must carry a printed copy of the ADP with the attached, unused harvest tag while hunting.

**Goal:** Issuance of Antlerless Deer Permits follows all necessary steps in accordance with agency management strategies and recommendations.
**Required:**

- Ability for DFG to create, configure, and issue Antlerless Deer Permits as outlined in **Appendix 8—Antlerless Deer Permits**
- Authorized users administer all aspects of Antlerless Deer Permit issuance
- Antlerless Deer Permit Application and Zone selection are indicated on license, customer profile, and transaction receipt. If a customer changes their ADP zone application choice, the updated zone will be reflected on their customer profile and updated on their license and transaction receipt, if reprinted.
- Customers can print permits with attached tags and have the ability to attach additional tags on a permit or license
- Authorized agency personnel can run reports for all phases of Antlerless Deer Permit issuance. Report information must include:
    - Detailed customer and WMZ information for all applicants
    - Winner/loser status or non-participation status
    - Details pertaining to phases of the Antlerless Deer permits purchased
    - Detailed information pertaining to Surplus Permits and Second Chance Permits purchased
    - Summary reports for all Antlerless Deer Permit phases providing overall totals by WMZ for each permit type

**Vendor response:**

- Provide examples of the ability to create and administer antlerless deer permits with various conditions and configurations
- Demonstrate how authorized users and customers can purchase and inquire as to the status of their products

**3.2.4.6 Other Special Permits and Reports**
**Goal:** Customers can submit applications for Special Permits and required Special Permit reports through the licensing system. Agency personnel can generate, edit, and issue Special Permits. See **Appendix 5—Electronic Licensing Products** for more information.
**Required:**

- Ability to configure permit products to meet state requirements (e.g., set business rules, eligibilities, pre-requisites, identifying information)
- Ability to customize permit print templates to specify instructions, dates, permit number, regulations, and sub-permittees, as well as other permit conditions
- Ability for the system to autogenerate unique registration and/or permit numbers adhering to agency formatting requirements (e.g., new trap registration numbers)
- Special Permit classifications that do not require agency user validation are issued automatically through the solution, and provided to the customer via email, subject to business rules, eligibilities and/or certifications, and payments tracked in the system as described in **Section 3.2.1.3 Purchase**
- Ability for applicant to upload one or more supporting documents as part of the application process

**Highly Desired:**

- Ability for customers to apply for special permits within the licensing system

- Ability to configure application questions, data fields, eligibilities, permissions, etc. for each permit type
- Ability to display certain special permit applications (e.g., scientific collection, aquaculture, and depredation) within a section of the licensing website that is distinct from the retail hunting and fishing license portal
- Agency staff can assign status for various pending applications/special permits within the system (e.g., complete, incomplete, or pending additional approval)
- Ability for applicants to check permit status by logging into the system
- Ability to set automatic notifications (approval, denial) and to manually send notifications from the system to applicants (i.e., additional information required, upload additional attachments)
- Tiered or "parent/child" accounts for businesses (i.e., a business with a master account can manage the accounts of employees)
- Ability to apply for, and issue certain permits in batches (e.g., a business requiring the same permit for multiple locations can apply once but be issued several permits)
- Permittees can submit required permit reports by uploading attachments and/or entering data directly into the solution. The system should provide user-friendly mechanisms for permittees to submit bulk data and to add to the reporting data over time within a season (e.g., a report of all animals trapped, by species, by year).

**Vendor Response:**

- Describe how authorized users can configure and create products (i.e., permit applications) with special rules, permissions, and prerequisites
- Describe how applicants can apply for Special Permits, submit reports, renewal requests, and additional information, and receive notifications through the solution
- Describe how Special Permits can be issued either automatically or pending agency user approval, and how customizable permits can be issued containing special conditions
- Describe and provide examples of customer notifications, and the workflow for customers to complete purchases once notified that their application has been approved
- Describe how permittees can submit reports and data through the system and/or data uploads, and how permittees can efficiently submit bulk data in formats that meet agency data standards
- Describe how customers can efficiently apply for permit renewals without having to retype or resubmit all application information
- Describe and demonstrate how staff can be assigned reviews and can view and sort applications to be reviewed
- Describe in detail which highly desirable requests will be met, and the proposed approach to addressing these

**3.2.4.7 Mandatory Harvest Reports**

The software solution must be able to accept inputs from and provide outputs for other systems. In all cases, such external interfaces must ensure the protection of personal data and personally identifiable information in compliance with applicable federal and state law.

**Goal:** Authorized users create and record harvest information from various hunting, trapping, and fishing activities, as mandated by federal and state laws, and easily manipulate the data for required reporting needs.

**Required:**

- Authorized users can create, view, edit, and delete harvest reports as necessary
- All users experience a user-friendly, intuitive interface to submit harvest reports
- Record basic and biological harvest information collected in person, on the web, or on a mobile device through a user-friendly interface

- Authorized users have ability to configure harvest report locations and agents (i.e., Internet, retail stores, town clerks, check stations, state offices) and assign user privileges and roles
- “Report a harvest” should be prominently displayed in the top navigation
- Customer harvest reporting history from previous solutions are imported in their entirety, and easy to query and view by authorized users. These historic reports must include original confirmation numbers.
- Internet customers can see abbreviated and full harvest report history when logged into their account and can print an easy-to-understand report
- Exported and printed harvest reports include the name of the person who submitted the harvest report, especially at a POS location
- Harvest report questions must accommodate skip logic and show/hide patterns that determine follow-up questions and available answer options
- Select questions are only visible to specific user roles (i.e., only DFW personnel are able to see and answer questions regarding biological data)
- Authorized users can embed media (photos, videos, maps, links, etc.) to accompany questions
- Authorized users can mark questions as required; if these questions are not answered, the report cannot be submitted, and the customer is told what specific information is missing
- All users can upload images to a harvest report before, during, or after form submission
- A successfully submitted harvest report generates a unique confirmation number in a pop-up message instructing the user that the confirmation number must be written on the tag that remains affixed to the animal until processed
- Certain harvest reports—deer, bear, turkey, coyote, and fox—must be submitted within 48 hours of harvest. If the date of submission is more than two (2) days after the date of harvest, the report is successfully submitted; however, a confirmation number is NOT issued and a message to the user specifies that the report was submitted late, and they need to contact DFW at (508) 389-6300 for further assistance
- Authorized users can edit all fields of submitted harvest reports at any time. All fields must be visible and editable. Edits must be live instantly. Authorized users can then issue a previously withheld confirmation number, which is then visible on the customer’s account.
- Harvest reports submitted late are marked as such and authorized users can remove this flag as part of the editing process
- Not all harvest reports need to be associated with a tag or permit
- Harvest reporting for certain species must span two (2) calendar years. The availability of the harvest report must be based on a valid year hunting or trapping license. For example, beaver harvest reports must be available January through mid-April 2023 for customers who held a 2022 trapping license. A customer is not able to submit a report if they do not have a valid license for the corresponding year the animal was harvested in.
- For some species harvest reports will need to allow for submission of multiple harvests in a single submission
- Limit the number of reports that can be submitted based on the number of tags on the hunting license, the number of permits the customer has obtained, or based on bag limits or any other potential limitations, as needed—harvest reports may be limited by region (such as WMZ) in which a customer has a permit, by the number of permits or tags, or for those species without tags, WMZ, or seasonal bag limits
- Ability for authorized users to configure harvest report parameters and business rules including, but not limited to questions, start and end time and dates, prices, prerequisites, etc.

- Authorized users can edit the Harvest Report menu as necessary, including the ability to toggle harvest report availability for different locations and user types, depending on the time of year
- Harvest report summaries are accessible, printable, and exportable within the harvest report section of a customer's online profile and include—at minimum—confirmation number, harvest report name, town of harvest, date submitted, and time submitted
- Authorized agency personnel can edit harvest reports after deadline has ended
- Harvest reports can be exported in different file formats for authorized agency personnel, based on a template created by DFW and containing at a minimum: customer ID, first and last names, town of residence, harvest report name, season, confirmation number, date submitted, submitted by (agent type), agent ID, and necessary harvest report questions
- Harvest reports must be able to be accessed and allow harvest to be reported by authorized administrators, after the reporting period has closed for customers. This is to enter data collected at offline check stations.

**Vendor Response:**

- Provide examples how agency staff can create, administer, and export mandatory harvest surveys in accordance with above requirements
- Demonstrate how different user groups will have the ability to report harvest, including data upload after the harvest season has ended through back-end administration
- Demonstrate various file formats to which data can be exported

### 3.2.5 Accounting and Revenue Requirements

**For each requirement listed below, indicate the level of your product's adherence to the requirement as a *current capability*, *requires customization*, a *future enhancement*, or *not available*. Include additional details to explain how the product meets the requirement including how many implementations are active for a current capability; level of customization needed and developmental capacity for implementations requiring customization; and the location of a future enhancement on the bidder's product roadmap. Requirements marked as *not available* are assumed to not be included in any current plans for development or action, unless expressed otherwise in the bidder's response to adherence.**

#### 3.2.5.1 Accounting Requirements

**Goal:** Authorized users perform basic accounting.

**Required:**

- Basic accounting procedures for tracking fees paid, reconciling fees with license purchases, bank deposits, and fund allocations—in particular, the solution must support Generally Accepted Account Principles (GAAP) to ensure auditability
- Periodic review of license sales information via all sales channels, including a means to verify proper transfer of revenue to DFG's bank accounts
- Authorized users have capability to void licenses, permits, and stamps under certain circumstances within a time period
- The solution generates an audit trail for all transactions, ensuring the audit information cannot be physically altered or deleted. Financial accuracy throughout the system must be to the nearest penny. Counts and sums of privileges, customers, transaction, etc. must be precise to the whole number. Averages and other mathematical relationships must be accurate to the nearest hundredth.
- The solution produces accounting reports following the GAAP requirement above. Reports must allow for account as both a snapshot in time following an accounting cycle specified by the agency and running totals to ensure DFG as full knowledge of the financial situation (see **Appendix 6—Accounting and Financial Reports** for sample reports and additional

information). The solution must report past and current transactions, in addition to being used as a tool to predict future revenue.

**Vendor Response:**

- Provide examples of basic accounting practices of the solution
- Demonstrate options for making periodic reviews of license sales information
- Demonstrate the transaction audit trail

#### 3.2.5.2 Revenue Collection and Flow

**Goal:** Agency management and accounting personnel monitor sales activity.

**Required:**

- DFG management and accounting personnel obtain periodic reports (see **Appendix 6—Accounting and Financial Reports** for examples and additional language)

**Vendor Response:**

- List options for reports for DFG management and accounting personnel including information on sales channels, license types, revenues due, revenues collected, and void and exception reports
- Provide examples of sample reports

#### 3.2.5.3 Electronic Fund Transfer and Automated Clearing House

**Goal:** Weekly EFT file is sent to DFG accounting personnel.

**Required:**

- POS agents can generate invoices and deposit money owed to DFG into accounts set up and maintained by POS agents
- Vendor responsible for weekly sweeps of agent accounts
- Vendor responsible for weekly sweeps to separate DFW and DMF accounts, ensuring the transfer of funds reconciles with License Sales Report
- DFG and POS agents can cross-reference EFT transaction details for audit purposes
- Corporate EFT enabling retail chains to complete electronic remittance from a headquarters account
- DFG capability to block access for delinquent POS agents who do not deposit funds in a timely manner
- EFT file and transmission matches the format and manner specified by the Commonwealth
- Vendor responsible for determining requirements and procedures for POS agents to set up bank accounts from which EFT funds will be transferred
- Vendor works with DFG to develop a POS agent agreement that fulfills all requirements related to financial accountability
- Vendor maintains a performance bond equal to the highest total week of sales from the previous year

**Vendor Response:**

- Demonstrate the ability to facilitate EFT transfer including invoicing and depositing funds from POS agents to DFG bank accounts using ACH
- Provide an example of a previously executed agreement for POS agents and a state agency

#### 3.2.5.4 Credit Card Transactions

**Goal:** Credit card processing is a secure and authenticated means of payment for all Internet transactions.

**Required:**

- Vendor will be the merchant of record and responsible for credit card payment processing for all transactions

- Secure authentication and validation of credit card numbers for MasterCard, Visa, Discover, and any other popular credit cards
- Maintain accordance with Comptroller electronic payment policies and adhere to Payment Card Industry (PCI) Data Security Standard (see **Section 3.3.6.1 Protection of Personal Data and Information** for Commonwealth Security Standards; more detailed information can be found at the Office of the Comptroller, [www.macomptroller.org/ctr-cyber/cybersecurity-responsibilities/](www.macomptroller.org/ctr-cyber/cybersecurity-responsibilities/), including the most recent regarding PCI compliance
- Solution vendor must be PCI compliant and be able to documen.t their PCI compliancy to DFG on an ongoing basis

**Vendor Response:**

- Demonstrate options related to credit card processing within the software solution
- Provide examples of security protocols for credit card processing

#### 3.2.5.5 Revenue Flow

**Goal:** DFG executes EFT transactions through an Automated Clearing House.

**Required:**

- EFT transaction execution through an Automated Clearing House (ACH) on a pre-determined internal schedule

**Vendor Response:**

- Demonstrate how EFT transactions are executed through an ACH

## 3.3 Information Technology and Support

The selected Vendor is responsible for configuring, maintaining, hosting and delivering the product. The following requirements pertain to solution and data security, solution performance and availability, and application accessibility. Additional specifications for solution performance, availability, and recovery are contained in **Appendix 10—Service Level Agreement.**

**For each requirement listed below, indicate the level of your product's adherence to the requirement as a *current capability*, *requires customization*, a *future enhancement*, or *not available*. Include additional details to explain how the product meets the requirement including how many implementations are active for a current capability; level of customization needed and developmental capacity for implementations requiring customization; and the location of a future enhancement on the bidder's product roadmap. Requirements marked as *not available* are assumed to not be included in any current plans for development or action, unless expressed otherwise in the bidder's response to adherence.**

### 3.3.1 Business Continuity / Disaster Recovery Plan

**Goal:** The Vendor has a business continuity plan (BCP) and/or disaster recovery plan (DRP) sufficient to ensure 24/7 availability of the solution and to prevent the unintended destruction or loss of Customer Data (as defined in the attached template Statement of Work, which will be part of any resulting Contract). Bidders should describe how they review and test these plans.

**Required:**

- Review and test the BCP at least twice annually and submit a summary of results to DFG
- Any update to the BCP or DRP are submitted to DFG each time a change is made
- Back up Customer Data no less than twice daily in an off-site, hardened facility located within the continental United States
- In the event of system failure, the Vendor will restore the software solution, including Customer Data, with no loss of more than twelve (12) hours of Customer Data and transactions prior to the failure, or as detailed in a mutually agreed upon disaster recovery plan

**Vendor Response:**

- Provide examples how a business continuity and/or disaster recovery plan will be implemented, reviewed, and tested

**3.3.2 Solution Reliability and Availability**
**Goal:** Maintain a licensing software solution with a high degree of reliability and availability.
**Required:**

- All components of the solution are available 24 hours a day, 365 days a year for the sale and recording of all licensing products
- The solution is operational at 99.9–99.99% guaranteed uptime with downtime limited to less than one (1) hour per month except for required and scheduled maintenance

**Vendor Response:**

- Demonstrate in detail how solution availability will be provided including redundancy in facilities and services, geographic separation of physical facilities, and other approaches
- Specify any required downtime for routine maintenance and upgrades—ideally, maintenance is conducted only between the hours of 12:00 a.m. and 5:00 a.m. Eastern Time
- Provide examples of all tools used to monitor solution availability as well as ways that incident tracking, notifications, and resolutions are managed

**3.3.3 Data Backup and Recovery**
**Goal:** Data loss is mitigated by recovery point objective (RPO) and recovery time objective (RTO) procedures.
**Required:**

- Vendor has backup procedures and services to minimize data loss in the event of an application or data crash, or other system failure

**Vendor Response:**

- Provide examples of provided backup services
- Indicate how the proposed solution will prevent loss of data with any combination of rollback, failover, mirroring, and redundancy
- Provide examples of all notification procedures if a loss should occur

**3.3.4 Infrastructure Sufficient for Peak Processing**
The Division of Fisheries and Wildlife has an annual issuance of Surplus Antlerless Deer Permits. These permits are issued on a first-come, first-served basis. They have previously observed transaction rates that approached 5 transactions per second during the opening minutes.

**Goal:** The software solution infrastructure supports peak processing during DFW's annual issuance of Surplus Antlerless Deer Permits.
**Required:**

- The solution supports increased numbers of connections and transactions without requiring programming changes (e.g., adding disk space, processors, memory, or bandwidth)

**Vendor Response:**

- Showcase previous instances of peak processing time with other clients to the best of your ability
- Demonstrate the approach to periodic performance testing as well as any ongoing system monitoring

**3.3.5 Solution Performance**
**Goal:** Ensure customer satisfaction by providing fast processing of transaction requests.
**Required:**

- The average licensing transactions are simple, efficient, and expeditious

**Vendor Response:**

- Demonstrate how the system is designed to minimize transaction times
- Define transaction components and estimate associated transaction times for all sales channels

### 3.3.6 Security and Privacy

#### 3.3.6.1 Protection of Personal Data and Information

As provided in the Commonwealth's Standard Contract, the selected Vendor is obligated to ensure security and confidentiality of all Commonwealth Data for which the Vendor becomes the holder.

**Goal:** Manage customer personally identifiable and financial information in a secure manner that ensures customer privacy.

**Required:**

- Ensure the security and confidentiality of all data, either as part of performance or inadvertently during performance
- Special attention is given to restricting access, use, and disbursement of personal data and information under Security Breaches—MGL c. 93H, malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter93h; Fair Information Practices—MGL c.66A, malegislature.gov/Laws/GeneralLaws/PartI/TitleX/Chapter66a; and the Commonwealth's Enterprise Security Policies and Standards, www.mass.gov/handbook/enterprise-information-security-policies-and-standards

**Vendor Response:**

- Provide examples of policies for ensuring data privacy
- Demonstrate how users can be sure their information is secure
- Demonstrate protections that prevent the use of customer information for any other purposes or the ability to sell to third parties

#### 3.3.6.2 Data and Solution Security

**Goal:** The software solution has full end-to-end security from illegal access by unauthorized users.

**Required:**

- All data—particularly applicant and payment information—is encrypted throughout all transaction processes
- As highlighted in **Section 3.2.5.4 Credit Card Transactions**, the solution is certified as meeting the latest PCI compliance standards and thereafter maintained in accordance with such standards
- Solution ability to establish and maintain authentication records for all user groups (customers, POS agents, and agency personnel)
- Ability to leverage the Commonwealth's SAML provider for authentication of agency personnel
- Periodic user password changes enforced where and when applicable

**Vendor Response:**

- Demonstrate the overall approach to security—all services must at a minimum meet all requirements of the Enterprise Information Security Policies and Standards outlined in **Section 3.3.6.1 Protection of Personal Data and Information** and in the Commonwealth's Third Party Information Security Standard www.mass.gov/advisory/third-party-information-security-standard
- List all security certifications, as well as monitoring and review of security procedures.
- Provide examples of security maintenance of hardware and software
- Demonstrate the process that ensures that relevant security patches and antivirus software are installed and up to date
- Describe any Cyber Security Insurance policy carried that will cover associated costs in the event of a cyberattack or security breach
- Provide examples of previous implementations where agency users were

authenticated via an enterprise SAML provider

**3.3.7 Point of Sale Environment**

**Goal:** To minimize costs, POS agents use their own computers, printers, and Internet connections to issue licenses and permits, account for revenues, provide system administration, and record harvest information. Plain white 8 ½" x 11" paper is used for printing licenses at all locations.

**Required:**

- Specifications of POS agent equipment and connectivity for optimal performance

**Vendor Response:**

- Describe hardware specifications for optimal solution functionality
- Provide an example of a plan of action should a POS agent not have proper hardware to run the solution
- Provide an example of training or help documentation POS agents will have access to
- Describe any other additional ways POS agents can use the solution effectively

**3.3.8 Accessibility**

**Goal:** The proposed solution provides equal access to all users.

**Required:**

- Accessibility from a mobile phone (iOS and Android), tablet, and computer
- Accessibility to browsers that account for majority of MassFishHunt traffic—at the time of this document, the minimum supported browser list includes Edge 115, Chrome 117, Safari 16, and Firefox 116
- The solution meets the Commonwealth Enterprise Accessibility Requirements, www.mass.gov/guides/enterprise-it-accessibility-standards, which describe the Commonwealth's accessibility standards and processes, including the Vendor's obligations: (1) to conduct accessibility testing prior to submitting deliverables; and (2) to cooperate with the Commonwealth and any third party vendors engaged by the Commonwealth in carrying out the accessibility process
- Vendors are responsible for the accessibility of any materials or software that they or their subcontractors create, and for any modifications or configurations that they or their subcontractors make
- Vendors are not responsible for the accessibility of third-party software products, unless Vendors propose or provide such products
- Site information easily and correctly translates to non-English languages

**Vendor Response:**

- Provide examples of any automated translation tools for web content and messaging (voice, text, and email messages). Please list all languages supported by the proposed solution and explain how multiple languages can be used on user interfaces based on user preferences.
- Demonstrate the commitment and approach to accessibility throughout the development and maintenance processes and include a report on the accessibility of the proposed solution, preferably using the most recent version of the Voluntary Product Accessibility Template (VPAT)

**3.3.9 Customer Support**

**Goal:** Customer support services are provided to agency staff, POS agents, and MassFishHunt customers. Vendor call center is expected to answer questions related to transaction activity, user accounts, and system health. Questions related to DFG procedures, policies, and regulations will be directed to agency staff.

**Required:**

- Call center support is available during business and early evening hours for Massachusetts residents

- Staffing can be scaled to adjust to periods of high usage or in response to the delivery of new functionality
- Reporting on call volume and resolution activity is delivered monthly and reviewed on an as-needed basis

**Vendor Response:**

- Provide examples of a customer support model for the proposed solution. Include details on your customer support channels (e.g., web, phone, email, SMS), geographic location of help desk staff, and expected response times
- Describe any procedures in place to handle and escalate emergency calls
- Provide examples of available reporting metrics for number of calls, types of calls, and resolution times
- Describe strategies to facilitate issue resolution and limit abandoned calls
- Provide examples for changes in user support during peak times

## 4 OTHER TERMS

### 4.1 Reporting

Bidders are responsible for compliance with all other contract reporting requirements including, but not limited to, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

### 4.2 Security and Confidentiality

The selected Vendor must comply fully with all security procedures of the Commonwealth and Commonwealth Agencies in performance of the Contract. The selected Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, personally identifiable information, or commercial proprietary information in the possession of the Commonwealth Agency.

### 4.3 User Acceptance Testing (UAT)

The Contractor should conduct functional, system/integration, regression, load/performance and/or stability tests as applicable as part of the quality assurance plan for each system release. Use of industry standard automated testing software is strongly encouraged. The software shall be flexible to handle changes and requirements of any complexity, allow for the recording and playback of scripts, along with the ability to maintain an ongoing test data suite. Regression testing will fully test all previous functionality. The amount and type of testing should be commensurate with the size, scope, and risk of the specific release as mutually agreed upon by the Contractor and DFG. System performance load and stress testing shall be conducted to ensure acceptable performance in production. The Contractor shall complete pilot testing, in accordance with the plan and project schedule developed as mutually agreed upon by the Contractor and DFG.

### 4.4 Alternatives

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

The SST will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Bid is to provide the best value of commodities and/or services to achieve the goals of the procurement. Contractors may propose alternatives for equivalent, better or more cost-effective performance than specified under the Contractor's original Quote at any time during the life of the Contract.

**5 AUDIT**

During the term of any Agreement deriving from this RFR and for a period of seven (7) years thereafter, DFG, its auditors, the Operational Services Division, the Office of the Inspector General, the federal Department of Interior and its auditors, or other authorized representatives of the Commonwealth or the United States shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that the Contractor has materially overcharged DFG, then the Contractor shall remit the overcharged amount and be responsible for payment of any costs associated with the audit.

**6 EVALUATION CRITERA AND BID SELECTION PROCESS**

**6.1 Introduction**

As noted elsewhere in this RFR, all Bidders are required to submit a response that addresses all of the required specifications of this RFR (their standard response), which includes a cost proposal that identifies the fees to be charged customers as compensation for the delivery of the required solution. A Bidder also has the option of proposing additional or alternative functionalities as described in **Section 4.4—Alternatives** in their response.

**6.2 The Role of DFG's Strategic Sourcing Team**

The Strategic Sourcing Team for this RFR will be comprised of six (6) DFG staff (two from the Commissioner's Office, two from DFW, and two from DMF). The SST will conduct the evaluation of the responses, and based on the evaluation process described below, recommend to the Commissioner of DFG which Bidder should be awarded the Contract.

In conducting its evaluation, the SST may also receive advice from the Director of DFW and the Director of DMF, other personnel in DFG and its Divisions, the Executive Office of Energy and Environmental Affairs (EEA), and other entities in the Commonwealth executive branch such as the Executive Office of Technology Services and Security (EOTSS).

The SST may verify information contained in a response including the Bidder's representations regarding its credentials and relevant experience. The SST may verify a Bidder's compliance with pertinent professional standards and licensing requirements. In doing so, the SST may also consult with personnel from other states and agencies who are familiar with the work of a Bidder. The SST will determine whether such outside information has sufficient credibility and significance to be used in a review of a response.

**6.3 Initial Screening of Standard Responses**

All proposals that are properly submitted will be accepted by DFG. However, DFG reserves the right to request any additional information, clarifications, or amendments, and to reject any or all responses received, or cancel this RFR, if determined to be in the best interests of DFG.

Only those responses that are determined to be sufficiently complete and responsive will be evaluated by DFG. Failure to comply with the instructions or failure to submit a complete response may result in a determination by DFG that a Bidder's response is non-responsive. The Department of Fish and Game may reject any response that is incomplete, non-responsive, or in which there are significant inconsistencies or inaccuracies. However, DFG also reserves the right to waive minor irregularities in a response, if determined to be in the best interests of DFG. Where DFG does waive minor irregularities, such waiver shall in no way modify the RFR requirements or excuse the Bidder from full compliance with RFR specifications and other contract requirements if the Bidder is awarded the contract.

Prior to ranking bid submittals, the SST will screen all responses to determine if they are complete and in conformance with the bid submission requirements of this RFR. The SST will document the basis for its decision to disqualify a response. The SST will notify the Bidder in writing of the decision to disqualify the response and the reasons therefore at the end of the evaluation process.

**6.4 The Evaluation Categories Applicable to the Standard Responses**

The SST will then evaluate the strengths and weaknesses of each Bidder's standard responses for each of the categories included in the table below.

| Category | Weight |
|---|---|
| **1. Proposed Solution**<br>A Bidder's demonstrated understanding of the scope of services and demonstrated ability to meet functional requirements as stated. | **35%** |
| **2. Business Qualifications and Experience**<br>A Bidder's demonstrated experience and financial stability as a business, as well as the professional expertise and management capability of a Bidder's project team, including key personnel, and the degree of the Bidder's relevant experience in developing and administering an electronic licensing software solution of similar scope and complexity to MassFishHunt. | **25%** |
| **3. Supplier Diversity Program**<br>In accordance with Massachusetts Executive Order 524 that establishes a policy to promote the award of State Contracts in a manner that develops and strengthens MBEs and WBEs. | **25%** |
| **4. Bidder's Cost Response**<br>A Bidder's proposed administrative and convenience fees. | **15%** |

## 6.5 Rating the Standard Responses

### 6.5.1 Step 1: Rating Evaluation Categories No. 1–3

In Step 1, the SST will evaluate and rate a Bidder's standard response to Evaluation Categories No. 1–3 above. In doing so, the SST will apply the quality standards *unacceptable*, *acceptable*, *good*, and *outstanding* using the following general definitions.

**Unacceptable**—A response will be rated *unacceptable* for a given category when the voting members of the SST determine that: (1) there is no substantial likelihood that the Bidder will be able to carry out the contract obligations described in the RFR in a responsible, professional, or technically competent manner: (2) the weaknesses in the response clearly outweigh the strengths of the response; or (3) the Bidder does not satisfy the fundamental requirements for the RFR that relate to the category.

**Acceptable**—A response will be rated *acceptable* for a given category when the voting members of the SST determine that: (1) the Bidder is likely to perform the work under the contract in a professional and technically competent manner; (2) the strengths of the response outweigh or equal the weaknesses of the response; and (3) the Bidder satisfies the fundamental requirements related to the category in question.

**Good**—A response will be rated *good* for a given category when the voting members of the SST determine that the response: (1) satisfies the guidelines for an acceptable response; (2) demonstrates a level of experience and expertise such that there is a substantial likelihood that the Bidder will perform the work under the contract in a highly professional and technically competent manner; and (3) indicates the strengths of the response clearly outweigh the weaknesses of the response.

**Outstanding**—A response will be rated *outstanding* for a given category when the voting members of the SST determine that the response: (1) satisfies the guidelines for a good response; (2) demonstrates there is a substantial likelihood that the Bidder will perform work under the contract in a professionally and technically excellent manner and either (a) the strengths of the response greatly outweigh the weaknesses of the response, or (b) the Bidder meets the highest standards for requirements related to the category in question, which may also include proposing additional functionality that exceeds the mandatory service specifications related to the category in question that is determined by DFG to be desirable for inclusion in MassFishHunt.

During its evaluation, the SST will rate each of the above categories by assigning points on a scale of 0 to 10 corresponding to the quality standards identified in the table below. Responses receiving an *unacceptable* rating for any category may be disqualified.

| Rating | Quality Standard |
|---|---|
| 0 points | Unacceptable |
| 1–3 points | Acceptable |
| 4–7 points | Good |
| 8–10 points | Outstanding |

Each member of the SST will provide individual ratings for each category. The final rating score will reflect the average of each SST member's score. The SST's report will explain the basis for the rating that the members of the SST gave to the category.

### 6.5.2 Step 2: Rating Evaluation Category No. 4 (Standard Cost Responses)

In Step 2, the SST will evaluate and rate the Bidder's standard cost response, including the Bidder's completion of the required standard cost worksheet. Please note that the selected Vendor will be compensated either through Administrative Handling Charges and Convenience Fees charged for license and other sales transactions completed through MassFishHunt (Cost Worksheet 1, **Appendix 9—Cost Worksheets**; see **Appendix 5—Electronic Licensing Products** for product-associated fees); or through a combination of Handling/Convenience Fees and an annual Event Management Fee (Cost Worksheet 2, **Appendix 9—Cost Worksheets**). The Administrative Handling Charge is a fixed-dollar fee added to each qualifying item purchased on the Internet and at POS locations. The Convenience Fee is a fixed percentage of each sales transaction for Internet sales only and is intended to cover associated transaction costs such as credit card processing. Administrative Handling Charges and Convenience Fees are not assessed for purchases at DFG offices. DFG currently levies a $1.45 Administrative Handling Charge and a 2% Convenience Fee.

Vendors are asked to propose an Administrative Handling Charge and a Convenience Fee on Cost Worksheet 1. **Appendix 5** identifies the products for which Handling Charges and/or Convenience Fees can be assessed. On Cost Worksheet 2, Vendors are asked to propose a fixed-price cost for the development of an Event Management Module and a yearly subscription cost for maintenance of that module in addition to a per item Administrative Handling Charge and Convenience Fee.

Consider an example where an online customer purchases a resident hunting license and a saltwater fishing license, with a total transaction cost before fees of $44.50 (resident hunting is $29.50, which includes a mandatory wildlands stamp of $5.00, plus the $10.00 recreational saltwater fishing permit). If the vendor proposes a 3% Convenience fee ($1.34) and a $2.00 Administrative Handling Change per product ($4.00 total), the total fees assessed to this transaction would be $5.34. The same vendor might propose a lower Administrative Handling Charge on Worksheet 2 because the vendor would receive additional compensation in the form of a fixed price fee for development of the Event Management Module in addition to an annual Event Management Fee paid by DFG.

For both Cost Worksheet 1 (Handling Charge and Convenience Fee Only) and Cost Worksheet 2 (Handling Charge, Convenience Fee, and Event Management Fee), maximum points will be awarded to the response that presents the best combination of low customer fees and reasonable development and operating costs. In addition to the worksheets, Bidders are encouraged to describe ways that they limit development and operating costs while still providing a full featured and well managed application. Vendors are also encouraged to share assumptions used in preparing proposed pricing as well as to describe project activities or project deliverables that are not included in the proposed pricing and the reasoning for not including those items.

In Cost Worksheet 3, the Vendor is asked to provide additional information about the costs the vendor expects to incur developing, maintaining, and hosting the proposed software solution. This information will be used by DFG to help evaluate the overall cost reasonableness of the vendor's approach.

Additional information is provided in **Appendix 9—Cost Worksheets**. The SST will score proposals for the two cost models separately and reserves the right to determine whether added points earned for either option provide Best Value to the Commonwealth.

DFG understands that application hosting and support can be subject to inflationary costs. The Administrative Handling Charges and Convenience fee is fixed for the duration of the initial contract term. However, if the state and the vendor agree to an additional renewal period(s), the state is open to allowing the vendor to propose an increase of fees to account for inflation. Any proposed increase must be accompanied by a revised Cost Worksheet 3 and a detailed description of what areas of contract support are driving increased costs. Total increases for either the Administrative Handling Charge or Convenience Fee cannot be greater than 5% over the previous contract period. DFG provides no guarantee that this increase will be approved.

**6.5.3 Step 3: Overall Ranking of the Standard Responses**

Following its evaluation and rating of the Evaluation Categories and Cost Responses, the SST will complete an overall ranking of the combined responses, taking into account the weight assigned to each of the above evaluation criteria in **Section 6.4 The Evaluation Categories Applicable to the Standard Responses**. The SST's ranking at Step 3 will be based on its determination of the extent to which each Bidder's Response is cost effective and provides the Best Value to the Commonwealth. As a result of such ranking, the SST may either select finalists to interview (Step 4) or proceed directly to selecting the recommended Contractor, **Section 6.6 Selecting the Recommended Contractor**.

**6.5.4 Step 4: Interview of the Finalists based on the Overall Ranking of the Standard Responses**

Depending on the outcome of its preliminary overall ranking of the standard responses, the SST may choose to conduct interviews of the finalists. The primary purpose of such interviews will be to allow Bidders the opportunity to further demonstrate their understanding of the scope of services and to substantiate the information contained in their responses. Nothing in the interviews is to be considered by any party as part of contract negotiations. If the SST does conduct interviews of the finalists, it will rate the finalists' responses again based on performance during the interviews.

**6.5.5 Step 5: Best and Final Offers (BAFOs)**

Prior to selecting the recommended contractor, the SST may choose to provide Bidders with an opportunity to provide a Best and Final Offer (BAFO). Selected Bidders are not required to submit a BAFO and may respond in writing notifying the SST that their response remains as originally submitted. If the SST does solicit BAFOs, it will rate the finalists' responses again based on additional information provided in the BAFOs.

**6.6 Selecting the Recommended Contractor**

The SST's final selection of the recommended Contractor, in accordance with this evaluation process, will be based on the extent to which a Bidder's response is cost effective and provides the Best Value to the Commonwealth. In addition to the evaluation criteria listed above, the SST may utilize optional tools including but not limited to reference checks, interviews, and BAFOs in determining a Bidder's final rank, and reserves the right to reject any proposal with an Administrative Handling Fee or Convenience Fee the SST deems excessive relative to the current fees charged to customers. Consideration will also be given on the extent to which a Bidder's proposed project schedule is reasonably responsive to the timing needs of DFG. As described in **Section 6.5.2 Step 2: Rating Evaluation Category No. 4**, the SST will score proposals for the two cost models separately (Administrative Handling Charge and Convenience Fee vs. Administrative/Convenience Fees and Annual Event Management Fee) and reserves the right to determine whether added points earned for either option provide Best Value to the Commonwealth.

The SST will recommend to the Commissioner which Bidder should be awarded the Contract and provide him with an explanation of the SST's evaluation of the responses and the basis for its recommendation. Before awarding the contract, the Commissioner reserves the right to obtain clarification or more information from the SST on its evaluation of the responses and its recommendation, to direct the SST to seek further clarification or additional information from any one of the Bidders, and to direct the SST to conduct further evaluation of the responses, and thereafter affirm or revise the SST's original recommendation.

### 6.7 Notice of the Proposed Award of the Contract and Contract Negotiations

The successful Bidder will be notified in writing by DFG. Following such notice, a team from DFG will begin contract negotiations with that Bidder. The Department of Fish and Game reserves the right to negotiate particular items, including rates and particular elements of a response, if DFG deems it necessary to do so. Should negotiations fail to achieve a contractual agreement with the successful Bidder within the time frame specified by DFG at the beginning of negotiations, the negotiation team will terminate the negotiations, document the reasons for such termination, and obtain the concurrence of the Commissioner to proceed to negotiate with the Bidder that rated second.

## 7 INSTRUCTIONS FOR SUBMITTING BIDS

### 7.1 Introduction

Bidders are required to submit an electronic Bid response to DFG via COMMBUYS.

#### 7.1.1 Instructions for Bidders to Submit an Electronic Bid Response (Quote) via COMMBUYS

Note that COMMBUYS refers to all solicitations, including but not limited to Requests for Proposals (RFP), Invitations for Bid (IFB), Requests for Response (RFR), Requests for Quote (RFQ), as *Bids*. All responses to Bids are referred to as *Quotes*.

1. Launch the COMMBUYS website by entering the URL www.COMMBUYS.com into the browser.
2. Enter Bidder login credentials and click the **Login** button on the COMMBUYS homepage. Bidders must be registered in COMMBUYS in order to submit a Quote. Each Vendor has a COMMBUYs Seller Administrator, who is responsible for maintaining authorized user access to COMMBUYS.
3. Upon successful login, the Vendor home page displays with the Navigation and Header Bar as well as the Control Center. The Control Center is where documents assigned to your role are easily accessed and viewed.
4. Click on the **Bids** tab.
5. Clicking on the Bid tab opens four sections:
   - Request for Revision
   - Bids/Bid Amendments
   - Open Bids
   - Closed Bids
6. Click on the blue **Open Bid** hyperlinks to open and review an open bid.
7. A new page opens with a message requesting you acknowledge receipt of the bid. Click **Yes** to acknowledge receipt of the bid. Bidders should acknowledge receipt to receive any amendments or updates concerning this bid.
8. After acknowledgement, the bid will open.

The top left half of the page contains the following information:

- Purchaser
- Department
- Contact for this bid
- Type of purchase
  - Open Market

        - Blanket
    - Pre-bid Conference details (if applicable)
    - Ship-to and Bill-to addresses
    - Any attachments to the bid, which may include essential bid terms, response forms, etc.

The top right half of the bid includes the following information:

- Bid Date
- Required Date
- Bid Opening Date—date the bid closes and no further quotes will be accepted
- Informal Bid Flag
- Date goods and services are required

The lower half of the page provides information about the specific goods and services the bid is requesting.

9. Click **Create Quote** to begin.
10. The General tab for a new quote opens. This page is populated with some information from the bid. Fields available to update include:
    - Delivery days
    - Shipping terms
    - Ship via terms
    - Is “no” bid—select if you will not be submitting a quote for this bid
    - Promised Date
    - Info Contact
    - Comments
    - Discount Percent
    - Freight Terms
    - Payment Terms

It is important to note that the bid documents (RFR and attachments) may specify some or all of these terms and may prohibit you from altering these terms in your response. Read the bid documents carefully and fill in only those items that are applicable to the bid to which you are responding.

11. Update these fields as applicable to the bid and click **Save & Continue** to save any changes and create a Quote Number.
12. The page refreshes and messages display. Any message in **red** is an error and must be resolved before the quote can be submitted. Any message in **yellow** is only a warning and will allow processing to continue.

The following messages are received:

- Terms & Conditions is not acknowledged—to resolve this, click on the Terms & Conditions tab and accept the terms.
- Your quote has not been submitted—information message; no action required.

13. Click on the **Terms & Conditions** tab. This tab refers to the terms and conditions that apply to this bid. The terms and conditions must be accepted before your quote can be submitted. If your acceptance is subject to any exceptions, those exceptions must be identified here. Exceptions

cannot contradict the requirements of the RFR or required Commonwealth standard forms and attachments for the bid. For instance, an RFR may specify that exceptions may or will result in disqualification of your bid.

14. Click the **Items** tab. The Items tab displays information about the items requested in the bid. To view additional details about an item, click the item number (blue hyperlink) to open.
15. The item opens. Input all your quote information and click **Save & Exit**.
16. **CONFIDENTIAL INFORMATION**: If documents uploaded in your quote response contain confidential information (security sensitive, EFT, W9, Commonwealth Terms and Conditions), **you must mark each item as confidential**. The confidential column on the Attachments view allows the user to select whether the attached form is confidential or not. Place a check box under the confidential column for each confidential attached form.
17. Click the **Attachments** tab. Follow the prompts to upload and name all required attachments, forms, and bid response documents in accordance with the instructions contained in the solicitation or bid documents. After uploading each individual file or form, click **Save & Continue**. After you have uploaded all required documents click **Save & Exit**. Be sure to review your attachments to make sure each required document has been submitted.
18. Click the **Summary** tab. Review the information and update or correct, as needed. If the information is correct, click the **Submit Quote** button at the bottom of the page.
19. A popup window displays asking for verification that you wish to submit your quote. Click **OK** to submit the quote.
20. The Summary tab redisplays with an updated Status for the quote of **Submitted**.
21. Your quote submission is confirmed only when you receive a confirmation email from COMMBUYS. If you have submitted a quote and have not received an email confirmation, please contact the COMMBUYS Help Desk at OSDHelpDesk@mass.gov.

If you wish to revise or delete a quote after submission, you may do so in COMMBUYS: (1) for a formal bid, prior to the bid opening date; or (2) for an informal bid (which may be viewed upon receipt), prior to the opening of your quote by the issuing entity or the bid opening date, whichever is earlier.

Bidders may not submit multiple quotes in response to a Bid unless the Bid authorizes Multiple Quote submissions. If you submit multiple quotes in response to a bid that does not allow multiple quotes, only the latest submission prior to the bid opening date will be evaluated.

#### 7.1.2 Bid Response Deadline

All bid materials are due no later than 5:00 p.m. on January 12, 2024, and **must** be submitted on COMMBUYS. **LATE QUOTES WILL NOT BE CONSIDERED**.

### 7.2 Format of Responses and Attachments

The Department of Fish and Game has established a standard response format to allow DFG to more readily review and compare proposals. This format is provided below in **Sections 7.2.1** and **Section 7.2.2**. In its sole discretion, DFG may disqualify responses that significantly deviate from this format.

Bidders must divide their responses into two parts: Part I—Technical and Business Response and Part II—Cost Response, including the completed cost worksheet(s). Bidders must keep the contents of Part I and Part II entirely separate. Bidders must ensure that cost information is contained exclusively in Part II.

Responses must give a straightforward and concise description of the bidder's capabilities as they pertain to this project's requirements. Information included with a response must be directly relevant to evaluating the responder's qualifications, particularly as they relate to the work described above. Padding responses with company marketing documents, long lists of past and present clients for any work the company has ever done, and voluminous staff resumes must be avoided.

**7.2.1 Part I—Technical and Business Response**

1. Commitment Letter
2. Business Qualifications and Experience
    - Bidder Identification (including subcontractors)
    - Bidder Financial Capability
    - Bidder's Relevant Experience
    - Bidder's Project Team and Key Personnel
    - Project Team
    - Key Personnel
    - Supplier Diversity Program
3. Bidder's Proposed Solution Project Work Plan and Project Management Approach to Implementing the Scope of Services

    Bidders must provide the following information and explanation regarding their project work plan and project management approach in the sequence presented and under the headings below:

    A. Proposed Solution
    The Bidder must describe in detail their proposed project work plan, including expressly addressing each of the required functionality as well as all the other specifications in this RFR. In doing so, the Bidder must also identify what approaches, mechanisms, and methods they will implement to manage and accomplish the full range of tasks outlined in the RFR. The Bidder's project work plan must clearly demonstrate an understanding of DFG's objectives for the MassFishHunt software solution and its customers; the specific functionality; other specifications and requirements of the solution; and the implementation, level of effort considerations associated with deploying, and hosting the solution in an effective and timely manner. The narrative associated with this demonstration must also contain a summary of the information and explanation required in B. Capacity to Perform the Work on Schedule (see below) and in a project schedule worksheet as provided by the Bidder, which should include an overview of how the project work will be sequenced, developed, and deployed in a timely manner.

    B. Capacity to Perform the Work on Schedule
    The Bidder's response must include a proposed schedule for implementation of the project work plan, including any proposed optional functionality. This worksheet requires the Bidder to set forth, for each of the major tasks and deliverable associated with the identified project phases, the following information:
    - Estimated work (e.g., *x* number of hours to complete a specific task)
    - Estimated duration for completing each such major task or deliverable (e.g., *x* months to complete)
    - Level of effort needed to complete a specific task (e.g., *x* number of key personnel, identified by title)
    - Estimated time frame for full deployment of each of the identified project phases and any proposed optional functionality (expressed as *x* months after the effective date of the Contract), with a related description of the major assumptions and basis for the identified estimated timeframes (in the space provided in the concluding section of the worksheet)

Bidders will be evaluated in accordance with the bid selection criteria in **Section 6— Evaluation Criteria and Bid Selection Process** on the extent to which their proposed project schedule is reasonably responsive to the timing needs of DFG.

4. Attachments

**7.2.2 Part II—Cost Response**

- Bidder's Standard Cost Response
- Attachments, including completed Cost Worksheets

All communications, responses, and documentation must be in English and all cost proposals or figures in U.S. currency. All Responses must be submitted in accordance with the specific terms of this RFR.

**7.3 Conditions that Apply to Bidders**

By submitting a response to this RFR, Bidders acknowledge that they are fully aware of and intend to comply with every requirement and condition specified in the RFR and with any subsequent Contract awarded pursuant to this RFR. By submitting a response to this RFR, Bidders agree to and accept all of the terms, conditions, and requirements set forth in this RFR, the Commonwealth's Standard Contract and Terms and Conditions, and the requirements in the *Commonwealth Enterprise Information Security Policies and Standards,* www.mass.gov/handbook/enterprise-information-security-policies-and-standards.

**7.4 Commitment Letter**

Each response must contain a cover letter bound into the response, stating that the response shall remain in effect for at least 90 days from the date of the bid submission. The letter must include a statement that the Bidder is familiar with and agrees to all of the requirements of this RFR. The letter must be signed by an officer of the responding organization who is authorized to bind the Bidder to the RFR terms, the Commonwealth's Standard Terms and Conditions, and all provisions of the response.

Each Bidder must certify in its response that it and all parties to any proposed joint venture or teaming arrangement agree to both of the following conditions:

- The Contract has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the Commonwealth, and said laws have not been violated as they relate to the procurement or the performance of the Contract by any conduct, including the payment of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any Commonwealth employee, agent, officer, or official
- Unless otherwise required by law, the prices quoted in the Response have not knowingly been disclosed by the Bidder (including all parties to any joint venture or teaming arrangement), directly or indirectly to any other Bidder or to any competitor and will not knowingly be disclosed by the Bidder prior to award of the Contract

**7.5 Electronic Signatures**

Quotes submitted via COMMBUYS must be signed electronically by the Bidder or the Bidder's Agent by accepting the terms and conditions of the bid on the **Terms & Conditions** tab of the Bid in COMMBUYS. By selecting **Save & Continue** on the **Terms and Conditions** tab after accepting the terms and conditions of the bid, the submitter attests that she or he is an agent of the Bidder with authority to sign on the Bidder's behalf, and that she or he has read and assented to each document's terms.

### 7.6 Ink Signatures

Original ink signatures are required only after contracts have been awarded. The Commonwealth of Massachusetts requires Contractors to submit original ink-signature versions of the following forms:

- Standard Contract Form
- Commonwealth Terms and Conditions
- Contractor Authorized Signatory Listing
- Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form)
- Electronic Funds Transfer Sign Up Form

Successful Bidders who agreed to the terms and conditions of these forms electronically via COMMBUYS online Quote submission tool must still submit the above forms with ink signatures within seven (7) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have previous contract(s) with the Commonwealth and have up-to-date, ink-signature versions of the Commonwealth Terms and Conditions and Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) on file with the Office of the State Comptroller may submit copies of the signed forms. However, a new Standard Contract Form and Contractor Authorized Signatory Listing with original ink signatures must be submitted for each new contract with the Commonwealth.

**Appendices**

# 8 APPENDIX 1—REQUIRED TERMS FOR ALL RFRS

## 8.1 General Procurement Information

### 8.1.1 Alterations

Bidders may not alter (manually or electronically) the Bid language or any Bid component files, except as directed in the RFR. Modifications to the body of the Bid, Specifications, or Terms and Conditions, which change the intent of this Bid are prohibited and may disqualify a Quote.

### 8.1.2 Ownership of Submitted Quotes

The SST must be under no obligation to return any Quotes or materials submitted by a Bidder in response to this Bid. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's Quote, whether or not the Quote is selected for Contract award.

Quotes stored on COMMBUYS in the encrypted lockbox are the file of record. Bidders retain access to a read-only copy of this submission via COMMBUYS, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy as a backup.

### 8.1.3 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring DFG or any member of the SST regarding this RFR, except as specified in this RFR. 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 using the contact information provided in the Header Information this Bid in the event that this RFR is incomplete, or information is missing. Bidders experiencing technical problems accessing information or attachments stored on COMMBUYS should contact the COMMBUYS Helpdesk (see the document cover page for contact information).

In addition to the certifications found in the Commonwealth's Standard Contract Form, by submitting a Quote, the Bidder certifies that the Quote has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding, or planned common course or action with, any other Bidder of the commodities and/or services described in the RFR.

## 8.2 Terms and Requirements Pertaining to Awarded Contracts

### 8.2.1 Commonwealth Tax Exemption

Invoices submitted to Massachusetts government entities must not include sales tax.

### 8.2.2 Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor must notify the Contract Manager by email immediately, using the address located in the Header Information of the Purchase Order or Master Blanket Purchase Order on COMMBUYS.

The Commonwealth assumes no responsibility if a Contractor's designated email address is not current, or if technical problems, including those with the Contractor's computer, network or Internet service provider (ISP), cause email communications between the Bidder and the SST to be lost or rejected by any means, including email or spam filtering.

**8.2.3 Contractual Status of Orders and Service Contracts [USE ONLY IF CONTRACT AVAILABLE TO OTHER ELIGIBLE ENTITIES]**

Orders or service contracts placed under the Contract established as a result of this Bid by Eligible Entities shall be considered separate Contracts between the Eligible Entity and the Contractor and shall be deemed to incorporate all of the terms and conditions of the Contract. Nothing contained in any order or service contract shall amend or vary the terms of the Contract. Additional terms which do not conflict with the Commonwealth's Terms and Conditions, the Massachusetts Standard Contract Form, this Bid and any amendments, or the Bidder's Quote, may be included in an order or service contract if mutually agreed upon by the Contractor and eligible entity.

**8.2.4 Publicity**

Any Contractor awarded a Contract under this Bid is prohibited from selling or distributing any information collected or derived from the Contract, including lists of participating Eligible Entities, Commonwealth employee names, telephone numbers or addresses, or any other information except as specifically authorized by the SST.

## 9 APPENDIX 2—REQUIRED SPECIFICATIONS FOR COMMODITES AND SERVICES

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions*. However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00.

The terms of *801 CMR 21.00: Procurement of Commodities and Services* are 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. Other terms not defined elsewhere in this document may be defined in OSD's Glossary of Terms, www.mass.gov/info-details/glossary-of-terms-for-osd. 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 and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

### 9.1 COMMBUYS Market Center

COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

Bidders are solely responsible for obtaining all information distributed for this Bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers. It is each Bidder's responsibility to check COMMBUYS for:

- Any amendments, addenda, or modifications to this Bid, and
- Any Bid Q&A records related to this Bid.

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

### 9.2 COMMBUYS Registration

Bidders may elect to register for a free COMMBUYS Seller account which provides value-added features, including automated email notification associated with postings and modifications to COMMBUYS records. However, in order to respond to a Bid, Bidders must register and maintain an active COMMBUYS Seller account.

All Bidders submitting a Quote (previously referred to as Response) in response to this Bid (previously referred to as Solicitation) agree that, if awarded a contract: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; and (4) in the event the Commonwealth adopts an alternate e-procurement platform, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

COMMBUYS uses terminology with which bidders must be familiar to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the Learn about COMMBUYS Resources page, www.mass.gov/learn-about-commbuys.

### 9.3 Multiple Quotes

Bidders may not submit Multiple Quotes in response to a Bid unless the RFR authorizes them to do so. If a Bidder submits multiple quotes in response to an RFR that does not authorize multiple responses, only the latest dated quote submitted prior to the bid opening date will be evaluated.

### 9.4 Quote Content

Bid specifications for delivery, shipping, billing, and payment will prevail over any proposed Bidder terms entered as part of the Quote, unless otherwise specified in the Bid.

### 9.5 Supplier Diversity Office (SDO) Programs

Pursuant to Executive Order 599 (www.mass.gov/executive-orders/no-599-reaffirming-programs-to-ensure-diversity-equity-and-inclusion-for-diverse-and-small-massachusetts-businesses-in-state-procurement-and-contracting), the Commonwealth supports the use of diverse and small business through the Small Business Purchasing Program (SBPP) and the Supplier Diversity Program (SDP). Based on the estimated value of the procurement, one of the above-mentioned programs shall be applicable to this RFR. For more information on the program that applies to this solicitation, see the body of this RFR.

**9.6** Small Business Purchasing Program (SBPP)

**Program Background.** The Massachusetts Small Business Purchasing Program (SBPP, www.mass.gov/info-details/learn-about-the-small-business-purchasing-program-sbpp) was established pursuant to Executive Order 599 (www.mass.gov/executive-orders/no-599-reaffirming-programs-to-ensure-diversity-equity-and-inclusion-for-diverse-and-small-massachusetts-businesses-in-state-procurement-and-contracting) to increase state contracting opportunities with small businesses having their principal place of business within the Commonwealth of Massachusetts. Pursuant to the SBPP, it is the intention of the issuing department to award this Small Procurement to one or more SBPP participating business(es) as described below.

**SBPP Award Preference.** While all businesses, no matter the size or principal place of business, may submit responses to this solicitation, should an SBPP participant respond and meet the best value criteria described in this solicitation, the SBPP participant shall be awarded the contract. The Strategic Sourcing Services Team (SST) will not evaluate submissions from non-SBPP participants unless no SBPP Bidder meets the SSST's best value evaluation criteria.

**SBPP Participation Eligibility.** To be eligible to participate in this procurement as an SBPP participant, an entity must meet the following criteria, and be marked as an SBPP-registered business in COMMBUYS (www.commbuys.com):

1. Have its principal place of business in the Commonwealth of Massachusetts;
2. Been in business for at least one year;
3. Employ a combined total of 50 or fewer full-time equivalent employees in all locations, or employees work less than a combined total of 26,000 hours per quarter; and
4. Have gross revenues, as reported on appropriate tax forms, of $15 million or less, based on a three-year average.

Non-profit firms also must be registered as a non-profit or charitable organization with the MA Attorney General's Office and be up to date with all filings required by that office and be tax exempt under Section 501(c) of the Internal Revenue Code.

**SBPP Compliance Requirements.** It is the responsibility of the Bidder to ensure that their SBPP status is current at the time of submitting a response and throughout the life of any resulting contract. Misrepresentation of SBPP status will result in disqualification from consideration, and may result in debarment, contract termination, and other actions. To learn more about the SBPP, including how to apply, visit the SBPP webpage, www.mass.gov/sbpp.

**Program Resources and Assistance.** Bidders and Contractors seeking assistance regarding SBPP may visit the SBPP web page (www.mass.gov/sbpp), or contact the SBPP Help Desk at sbpp@mass.gov.

### 9.7 Supplier Diversity Program (SDP)

**Program Background.** Pursuant to Executive Order 599 (www.mass.gov/executive-orders/no-599-reaffirming-programs-to-ensure-diversity-equity-and-inclusion-for-diverse-and-small-massachusetts-businesses-in-state-procurement-and-contracting), the Commonwealth's Supplier Diversity Program (SDP, www.mass.gov/supplier-diversity-program-sdp) promotes business-to-business relationships between awarded Contractors and diverse businesses and non-profit organizations ("SDP Partners") certified or recognized (see below for more information) by the Supplier Diversity Office (SDO, www.mass.gov/orgs/supplier-diversity-office-sdo).

All Bidders and Contractors are strongly encouraged to create a profile on the SDO's Supplier Diversity Hub to access the Commonwealth's supplier diversity resources and tools.

**Financial Commitment Requirements. All** Bidders responding to this solicitation are required to make a significant financial commitment ("SDP Commitment") to partnering with one or more SDO-certified or recognized diverse business enterprise(s) or non-profit organization(s). This SDP Commitment must be expressed as a percentage of contract sales resulting from this solicitation that would be spent with the SDP Partner(s).

After contract award (if any), the Total SDP Commitment shall become a contractual requirement to be met annually on a Massachusetts fiscal year basis (July 1–June 30) for the duration of the contract. The minimum acceptable Total SDP Commitment in response to this solicitation shall be 1%. Bidders shall be awarded additional evaluation points for higher SDP Commitments.

No contract shall be awarded to a Bidder without an SDP Commitment that meets the requirements stated herein. This requirement extends to **all** Bidders regardless of their own supplier diversity certification.

**Eligible SDP Partner Certification Categories**
SDP Partners must be business enterprises and/or non-profit organizations certified or recognized by the SDO in one or more of the following certification categories:

- Minority-Owned Business Enterprise (MBE)
- Minority Non-Profit Organization (M/NPO)
- Women-Owned Business Enterprise (WBE)
- Women Non-Profit Organization (W/NPO)
- Veteran-Owned Business Enterprise (VBE)
- Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
- Disability-Owned Business Enterprise (DOBE)
- Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LBGTBE)

**Eligible Types of Business-to-Business Relationships.** Bidders and Contractors may engage SDP Partners as follows:

- **Subcontracting**, defined as a partnership in which the SDP partner is involved in the provision of products and/or services to the Commonwealth.

- **Ancillary Products and Services**, defined as a business relationship in which the SDP partner provides products or services that are not directly related to the Contractor's contract with the Commonwealth but may be related to the Contractor's own operational needs.

Other types of business-to-business relationships are not acceptable under this contract. All provisions of this RFR applicable to subcontracting shall apply equally to the engagement of SDP Partners as subcontractors.

**Program Flexibility.** The SDP encompasses the following provisions to support Bidders in establishing and maintaining sustainable business-to-business relationships meeting their needs:

- SDP Partners are **not** required to be subcontractors.
- SDP Partners are **not** required to be Massachusetts-based businesses.
- SDP Partners **may be changed or added** during the term of the contract, provided the Contractor continues to meet its SDP Commitment.

**SDP Plan Form Requirements. All** Bidders must complete the SDP Plan Form included in this solicitation and attach it to their bid response. In addition to proposing an SDP Commitment, each Bidder must propose one or more SDP Partner(s) to utilize to meet its SDP Commitment. Certified diverse Bidders may not list their own companies, or their subsidiaries or affiliates, as SDP Partners and may not meet their SDP Commitment by spending funds internally or with their own subsidiaries or affiliates.

**Bidders may propose SDP Partners that are:**

- **Certified or recognized by the SDO**: Such partners appear in the SDO Directory of Certified Businesses (www.diversitycertification.mass.gov/BusinessDirectory/BusinessDirectorySearch.aspx) or in the SBA Veteran Small Business Certification (VetCert) directory (veterans.certify.sba.gov/). After contract award (if any), spending with such partners will contribute to meeting the Contractor's SDP Commitment.

- **Not yet certified or recognized by the SDO**: Such partners must be certified in eligible categories by a third-party certification body, such as another city or state supplier diversity certification office, the National Minority Supplier Development Council (nmsdc.org/) the Women Business Enterprise National Council (www.wbenc.org/certification/), Disability: IN (disabilityin.org/what-we-do/supplier-diversity/get-certified/), or the National LGBT Chamber of Commerce (NGLCC, www.nglcc.org/get-certified), but are not listed in the above-mentioned directories. Self-certification is not acceptable. While Bidders may list such proposed SDP Partners on their SDP Plans, spending with such partners will not contribute to meeting the Contractor's SDP Commitment unless they apply for and are granted SDO supplier diversity certification or recognition. If proposed SDP Partners do not receive SDO supplier diversity certification or recognition, the Contractor must find alternative SDP Partners to meet the SDP Commitment.

It is the responsibility of the Contractor to ensure that their proposed SDP Partners obtain such certification or recognition by the SDO after contract award (if any). The issuing department and the SDO will not conduct outreach to proposed SDP Partners to ensure their certification. Furthermore, no guarantee may be made that a proposed SDP Partner will be certified, or regarding the time it may take to process a proposed SDP Partner certification. Contractors may direct partners to the SDO's homepage, www.mass.gov/sdo and the Certification Self-Assessment Tool (www.mass.gov/forms/take-the-certification-self-assessment) for guidance on applying for certification.

It is **desirable** for Bidders to provide an SDP Focus Statement that describes the bidder's overall approach to increasing the participation of diverse businesses in the provision of products and services under this proposal/contract (subcontracting) and in the Bidder's general business operations (ancillary products and services). Such a description may include but not be limited to:

- A clearly stated purpose or goal.
- Specific types of diverse and small businesses targeted.

- Which departments/units within the business are responsible for implementing supplier diversity.
- Types of opportunities for which diverse and small businesses are considered.
- Specific measures/methods of engagement of diverse and small businesses.
- An existing internal supplier diversity policy.
- Public availability of the Bidder's supplier diversity policy.

It is also **desirable** for Bidders to use the SDP Plan Form to describe additional creative initiatives (if any) related to engaging, buying from, and/or collaborating with diverse businesses. Such initiatives may include but not be limited to:

- Serving as a mentor in a mentor-protégé relationship.
- Technical and financial assistance provided to diverse businesses.
- Participation in joint ventures between nondiverse and diverse businesses.
- Voluntary assistance programs by which nondiverse business employees are loaned to diverse businesses or by which diverse business employees are taken into viable business ventures to acquire training and experience in managing business affairs.

**Evaluation of SDP Forms.** To encourage Bidders to develop substantial supplier diversity initiatives and commitments as measures valuable to the Commonwealth, at least 25% of the total available evaluation points for this bid solicitation shall be allocated to the evaluation of the SDP Plan submissions. Because the purpose of the SDP is to promote business-to-business partnerships, the Bidders' workforce diversity initiatives will not be considered in the evaluation.

**SDP Spending Reports.** After contract award, Contractors must submit reports at least annually to demonstrate compliance with the agreed-upon SDP Commitment. To submit SDP spending reports using the Hub, Contractors must create a profile in the Hub. Contractors must follow report submission instructions from the issuing department and the SDO.

**SDP Spending Compliance.** Only spending with SDP Partners that appear in the SDO Directory of Certified Businesses (www.diversitycertification.mass.gov/BusinessDirectory/BusinessDirectorySearch.aspx) or in the SBA Veteran Small Business Certificatio (VetCert) directory (veterans.certify.sba.gov/) shall be counted toward a Contractor's compliance with their SDP Commitment. Spending with SDP Partners that do not appear in the directories above shall not be counted toward meeting a Contractor's SDP Commitment.

It is the responsibility of the Contractor to ensure they meet their SDP Commitment, and the SDO, and the issuing department, assume no responsibility for any Contractor's failure to meet its SDP Commitment.

**SDP Spending Verification.** The SDO and the contracting department reserve the right to contact SDP Partners at any time to request that they attest to the amounts reported to have been paid to them by the Contractor.

**Program Resources and Assistance.** Contractors seeking assistance in the development of their SDP Plans or identification of potential SDP Partners may visit the SDP webpage, www.mass.gov/sdp, or contact the SDP Help Desk at sdp@mass.gov.

### 9.8 Agricultural Products Preference (only applicable if this is a procurement for Agricultural Products)

Chapter 123 of the Acts of 2006 directs the State Purchasing Agent to grant a preference to products of agriculture grown or produced using locally grown products. Such locally grown or produced products shall be purchased unless the price of the goods exceeds the price of products of agriculture from outside the Commonwealth by more than 10%. For purposes of this preference, products of agriculture are defined to include any agricultural, aquacultural, floricultural or horticultural commodities, the growing and harvesting of forest products, the raising of livestock, including horses, raising of domesticated animals, bees, fur-bearing animals and any forestry or lumbering operations.

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

**9.10 Bidder Communication**
Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the SST 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 COMMBUYS.

**9.11 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.

**9.12 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.

**9.13 Electronic Communication / Update of Bidder's/Contractor's Contact Information**
It is the responsibility of the prospective bidder and awarded contractor to keep current on COMMBUYS 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 SST, including requests for clarification. The SST 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 SST to be lost or rejected by any means including email or spam filtering.

**9.14 Electronic Funds Transfer (EFT)**
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 Comptroller's Vendor Web system (massfinance.state.ma.us/VendorWeb/vendor.asp). A link to the EFT application can be found on the OSD Forms page, www.mass.gov/lists/osd-forms. Additional information about EFT is available on the Vendor Web site, (www.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* to this department 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 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.

The requirement to use EFT may be waived by the SST 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 SST will consider such requests on a case-by-case basis and communicate the findings with the bidder.

**9.15 Executive Order 509, *Establishing Nutrition Standards for Food Purchased and Served by State Agencies***
Food purchased and served by state agencies must be in compliance with Executive Order 509, issued in January 2009. Under this Executive Order, all contracts resulting from procurements posted after July 1, 2009, that involve the purchase and provision of food must comply with nutrition guidelines established by the Department of Public Health (DPH). The nutrition guidelines are available at the Department's website: Tools and Resources for Implementation of Executive Order 509, www.mass.gov/about-mass-in-motion.

**9.16 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.

**9.17 Minimum Quote (Bid Response) Duration**
Bidders Quotes made in response to this Bid must remain in effect for at least 90 days from the date of quote submission.

**9.18 Prompt Payment Discounts (PPD)**
All bidders responding to this procurement must agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors

reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. The PPD form can be found as an attachment for this Bid on COMMBUYS, www.commbuys.com.

Bidders must submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the SST. The SST will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the SST 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 or attached to the PPD form.

**9.19 Public Records**

All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, MGL c. 66, § 10, malegislature.gov/Laws/GeneralLaws/PartI/TitleX/Chapter66/Section10, and to MGL c. 4, § 7, §§ 26, malegislature.gov/Laws/GeneralLaws/PartI/TitleI/Chapter4/Section7. Any statements in submitted responses that are inconsistent with these statutes, including marking by bidders of information as confidential during the quote submission process in COMMBUYS, shall be disregarded.

**9.20 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 SST reserves the right to reject unreasonable requests.

**9.21 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.

**9.22 Subcontracting Policies**

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

**9.23 Acceptable Forms of Signature**

Effective June 15, 2021, for all 1) CTR forms, including the Standard Contract Form, W-9s, Electronic Funds Transfer (EFT) forms, ISAs, and other CTR-issued documents and forms; or 2) documents related to state finance and within the statutory area of authority or control of CTR (i.e. contracts, payrolls, and related supporting documentation), CTR will accept signatures executed by an authorized signatory in any of the following ways: 1. traditional "wet signature" (ink on paper); 2. electronic signature that is either a. hand drawn using a mouse or finger if working from a touch screen device; or b. an uploaded picture of the signatory's hand drawn signature; or 3. electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory's name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

## 10 APPENDIX 3—OTHER SPECIFICATIONS

Intellectual Property Rights of the Commonwealth and the Contractor regarding the Electronic Licensing Services called for in this RFR.

As provided in the *Commonwealth Enterprise Information Security Policies and Standards*, www.mass.gov/handbook/enterprise-information-security-policies-and-standards, the respective intellectual property rights of the Commonwealth and the selected Contractor regarding the electronic licensing software solution called for in this RFR are set forth in the proposed Contract provisions below.

### 10.1 Intellectual Property Rights of the Parties

#### 10.1.1 Definition of Property

The intellectual property required by Contractor to develop, test, and install the MassFishHunt software solution (hereinafter the *Property*) may consist of computer programs (in object and source code form), scripts, data, documentation, the audio, visual, and audiovisual content related to the layout and graphic presentation of DFG electronic licensing solution (the *Solution*), text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, and other works of authorship fixed in any tangible medium.

#### 10.1.2 Source of Property

The development of the software solution will involve intellectual property derived from three different sources: (1) third party software contractors; (2) developed by a Contractor specifically for clients other than the Commonwealth, or developed by Contractor for internal purposes prior to the Effective Date of the Scope of Work for this Contract (Effective Date) and not delivered to any other client of Contractor's; and (3) developed by a Contractor specifically for the purposes of fulfilling its obligations to DFG under the terms of this Scope of Work and all other documents listed in this Contract in the section entitled *Order of Precedence of Documents*. Ownership of the first category of intellectual property is addressed in separate agreements between DFG and the contractors and resellers of such software. These provisions address exclusively ownership rights in the second and third categories of intellectual property.

#### 10.1.3 Title and Intellectual Property Rights

##### 10.1.3.1 Contractor Property and License

Contractor will retain all right, title, and interest in and to all Property developed by it: 1) for clients other than the Commonwealth; and 2) for internal purposes and not yet delivered to any client prior to the Effective Date, including all copyright, patent, trade secret, trademark, and other intellectual property rights created by the Contractor in connection with such work (hereinafter the *Contractor Property*). The Commonwealth acknowledges that its possession, installation, or use of Contractor¹s Property will not transfer to it any title to such property.

The Commonwealth acknowledges that the Contractor Property contains or constitutes commercially valuable and proprietary trade secrets of the Contractor, the development of which involved the expenditure of substantial time and money, and the use of skilled development experts. The Commonwealth acknowledges that the Contractor Property is being disclosed to the Commonwealth to be used only as expressly permitted under the terms of the license described in this section of the Scope of Services. The Commonwealth will take no affirmative steps to disclose such information to third parties, and, if required to do so under the Commonwealth[1]s Public Records Law, MGL c. 66, § 10, malegislature.gov/Laws/GeneralLaws/PartI/TitleX/Chapter66/Section10, or by legal process, will promptly notify the Contractor of the imminent disclosure so that the Contractor can take steps to defend itself against such disclosure.

Except as expressly authorized herein, the Commonwealth will not copy, modify, distribute, or transfer by any means, display, sublicense, rent, reverse engineer, decompile, or disassemble the Contractor Property.

Contractor grants to the Commonwealth a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, and create derivative works based upon the Contractor Property, in any media now known or hereafter known, but only to the extent reasonably necessary for the Commonwealth[1]s exploitation of the MassFishHunt solution. During the term of this Scope of Services and immediately upon any expiration or termination hereof for any reason, Contractor will provide to the Commonwealth the most current copies of any Contractor Property to which the Commonwealth has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding the Commonwealth[1]s use of the Contractor Property under the license created herein, Contractor shall have all the rights and incidents of ownership with respect to the Contractor Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties.

**10.1.3.2 Commonwealth Property**

In conformance with the Commonwealth[1]s Standard Terms and Conditions, on the date on which the Commonwealth reimburses Contractor for a deliverable accepted by the Commonwealth under the terms of this Statement of Work, all of the Contractor[1]s right, title, and interest in all Property developed by the Contractor under the terms of this Scope of Services solely for purposes of creating the deliverables described in this Scope of Services shall pass to and vest in the Commonwealth, including all copyright, patent, trade secret, trademark, and other intellectual property rights created by Contractor in connection with such work and any causes of action relating to or based upon such work (hereinafter the *Commonwealth Property*). Contractor hereby assigns to the Commonwealth, as of the date on which the Commonwealth reimburses Contractor for such deliverables, all intellectual property rights that it may now or hereafter possess in the Commonwealth Property related to such deliverable and all derivative works thereof. The Contractor also agrees to execute all documents and take all actions that may be necessary to confirm such rights, including providing any code used exclusively to develop such deliverables for the Commonwealth and the documentation for such code. The Contractor acknowledges that there are currently and that there may be future rights that the Commonwealth may otherwise become entitled to with respect to Commonwealth property that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that the Contractor specifically intends the foregoing ownership or rights by the Commonwealth to include all such now known or unknown uses, media, and forms of exploitation.

The Commonwealth will bear sole responsibility for registering the MassFishHunt domain name or URL, applying for any trademark registration relating to the MassFishHunt domain name or URL, and applying for any copyright registration related to its copyright ownership with respect to any Commonwealth Property.

The Contractor agrees to take such actions as may be reasonably requested by the Commonwealth to evidence the transfer of ownership of or license to intellectual property rights described in this section.

**10.1.3.3 Clearances**

The Contractor represents and warrants to the Commonwealth that it has obtained all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary or incidental to any materials owned by third parties supplied or specified by it for incorporation in the [name product to be developed].

**10.2 Confidentiality of Contractor Information**

As provided in the *Commonwealth Enterprise Information Security Policies and Standards*, [www.mass.gov/handbook/enterprise-information-security-policies-and-standards](www.mass.gov/handbook/enterprise-information-security-policies-and-standards), the confidentiality of information provided by the selected Contractor to DFG during the course of the Contract is addressed in the proposed Contract provision below.

The Commonwealth acknowledges that during the term of the Contract, Contractor may share Confidential Information with it. Contractor's Confidential Information shall be marked or otherwise identified as such in writing. The Commonwealth agrees to keep Contractor Confidential Information confidential and not disclose it to any third party; it is subject, however, to Commonwealth's Public Records Law, MGL c. 66, § 10, [malegislature.gov/Laws/GeneralLaws/PartI/TitleX/Chapter66/Section10](malegislature.gov/Laws/GeneralLaws/PartI/TitleX/Chapter66/Section10).

Confidential Information shall not include any information that: 1.) the Commonwealth can demonstrate by written documents was known to it prior to disclosure by Contractor; 2.) is or becomes publicly known without breach of the Commonwealth’s obligations hereunder; 3.) is disclosed to the Commonwealth by a third party without obligation of confidentiality; and 4.) is independently developed by the Commonwealth without reference to Contractor Confidential Information.

The Commonwealth shall have no rights to copy any Contractor Confidential Information except for purposes of: 1.) training, solely for employees who have a need to know; or 2.) responses to public records requests, following notice to Contractor and the expiration of ten (10) days from the date on which such public record request is received by the Commonwealth, unless ordered to refrain from such disclosure by court order.

The Commonwealth further agrees to destroy or return to Contractor all such Confidential Information at the end of the term of the Contract, except such copies as may be required to save pursuant to the Commonwealth's Records Conservation Law, MGL c. 66, § 8, [malegislature.gov/Laws/GeneralLaws/PartI/TitleX/Chapter66/Section8](malegislature.gov/Laws/GeneralLaws/PartI/TitleX/Chapter66/Section8), or needed to save for training purposes. Should the Commonwealth receive a public records request demanding access to Contractor Confidential Information, it will promptly notify Contractor nine (9) business days prior to disclosing such information for the purpose of providing Contractor with the opportunity to defend itself against such disclosure.

**10.3 Commonwealth's Assignment of Rights**

As provided in the *Commonwealth Enterprise Information Security Policies and Standards,* www.mass.gov/handbook/enterprise-information-security-policies-and-standards, the Commonwealth's assignment rights are addressed in the proposed Contract provision below.

The Commonwealth may not assign any of its rights or delegate any of its obligations under this Contract without the prior express written consent of the Contractor. Any attempted assignment or delegation without such consent shall be void. Notwithstanding the foregoing, the Commonwealth will have the right to assign this Contract, upon written notice to the Contractor, in connection with a transfer of the responsibility for managing the Commonwealth of Massachusetts e-government portal to an entity that is affiliated with the Commonwealth of Massachusetts, other than DFG. Subject to the foregoing, the rights and liabilities of the parties hereto will bind and inure to the benefit of their successors and permitted assigns.

## 11 APPENDIX 4—INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS

The purpose of this appendix is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents required) and how they must be executed and submitted. Please note that these instructions are meant to supplement the Instructions found on each of these forms. It is advisable to print this document first so that it may be referenced when filling out these forms.

Some of the forms listed below can be electronically signed by the Bidder, see **Section 7.6—Electronic Signatures**. However, online Bidders must, if notified of Contract award, submit the following four (4) forms on paper with original ink signatures unless otherwise specified below, within the timeframe referenced in **Section 7.5—Ink Signatures**.

### 11.1 Commonwealth Standard Contract Form

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

By executing this document or signing it electronically, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by the SST. Also, the terms of the RFR, the Bidder's Response and any negotiated terms shall be deemed accepted by OSD and included as part of the Contract upon execution of this document by the State Purchasing Agent or his designee.

If the Bidder does not have a Vendor Code beginning with *VC*, or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank. The Bidder should **not** enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

Signature and date **must** be handwritten in ink, and the signature must be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (see below).

### 11.2 Commonwealth Terms and Conditions

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFR or Contract, a copy of this form may be included in place of an original. If the Bidder's name, address, or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions are hereby incorporated into any Contract executed pursuant to this RFR.

This form must be unconditionally signed by one of the authorized signatories (see **Section 11.4—Contractor Authorized Signatory Listing**, below), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Proposal offered in response to Solicitation may be deemed non-responsive.

The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form).

**11.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)**
Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If a Bidder has already submitted a Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form) and has received a valid Massachusetts Vendor Code, an original W-9 form is not required. A copy of the form as filed may be included in place of an original. If the Bidder's name, address, or Tax ID Number have changed since the Mass. Substitute W9 Form was executed, a new Mass. Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments under a State Contract will be sent. The company's correct legal name and legal address must appear on this form and must be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the US Treasury's version of the W9 Form.

**11.4 Contractor Authorized Signatory Listing**
Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

In the table entitled *Authorized Signatory Name* and *Title*, type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an *Authorized Signatory*, that person's name must be included in the typed table.

With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor…," if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph.

The signature and date should be handwritten in ink. Title, telephone, fax and email should be typed or handwritten legibly.

The second page of the form (entitled *Proof of Authentication of Signature*) states that the page is optional. However, the optional aspect of the form is that Commonwealth DFGs are not required to use it. In the case of Statewide Contracts, this page is **required**, not optional. The person signing this page must be the same person signing the Standard Contract Form, the Commonwealth Terms and Conditions, and the RFR Checklist.

Please note that in two places where the form says, "in the presence of a notary," this should be interpreted to mean "in the presence of a notary or corporate clerk or secretary." Either a notary or corporate clerk or secretary can authenticate the form; only one is required.

Organizations whose corporate clerks/secretaries authenticate this form are not required to obtain a Corporate Seal to complete this document.

**11.5 Supplier Diversity Program Plan Form 1**
Download this form and complete as directed below; **include with online submission**. Ink signature is not required.

The specific Supplier Diversity Program (SDP) requirements for this procurement can be found earlier in this document. Bidders are required to state a specific percentage of contract revenues that will represent the SDP commitment for the entire contract period, including any renewals.

**11.6 Additional Environmentally Preferable Products/Practices**
In line with the Commonwealth's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are **encouraged** to provide information regarding their environmentally preferable/sustainable business practices as they relate to this Contract wherever possible. Bidders must complete this form and submit it with their RFR Response.

**11.7 Prompt Payment Discount Form**
Download this form and complete as directed below; **include with online submission**. Ink signature is not required.

Pursuant to the Prompt Payment Discount terms set forth in **Appendix 2—REQUIRED SPECIFICATIONS** and on the Prompt Payment Discount Form itself, all Bidders must execute this form. After entering the Bidder Name and Date of Offer for Prompt/Early Payment Discount, the Bidder must identify the prompt payment discount(s) terms by indicating the Percentage Discount off of the Proposed Pricing and the Turn-around-time for Payments. In the event of a hardship that prevents the Bidder from offering a prompt payment discount, the Bidder must document this fact and provide supporting information. If awarded a contract, the final negotiated prompt payment discounts should be reflected on the Commonwealth Standard Contract Form.

**11.8 Business Reference Form**
Download this form and complete as directed below; **include with online submission**. Ink signature is not required.

Bidders must provide all requested information on this form for three (3) business references. In completing this form, note that the Bidder is the name of the company submitting a Quote in response to this RFR and the RFR Name/Title and the Agency Document Number can be found on the cover of the RFR document and in the Short Description field in the Header Information of the Bid record in COMMBUYS. Also, please note that Reference Name is the name of the organization (if not applicable, then name of the individual) that is providing the reference; Contact is the name of the individual inside the organization that will provide the reference; and the Address, Phone #, and Fax/Internet Address are those of the Contact, so that the SST may be able to reach them.

# 12 APPENDIX 5—ELECTRONIC LICENSING PRODUCTS

Table begins on next page.

| Product Type | Product Name | Base Fee 2024 | Base Fee 2025 | Base Fee 2026 | Convenience Fee (Internet Only) | Administrative Handling Charge[1] | Internet | Retail | Town | DFW | DMF |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **License / Permit** | Resident (Citizen) Fishing | $33.00 | $36.50 | $40.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Alien) Fishing | $33.00 | $36.50 | $40.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen/Alien) Minor Fishing, Age 15–17 | $0.00 | $0.00 | $0.00 | Y | N | Y | Y | Y | Y | Y |
| | Resident (Citizen) Fishing, Age 65–69 | $16.50 | $18.25 | $20.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Fishing, Age 70 or over | $0.00 | $0.00 | $0.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Fishing, Blind | $0.00 | $0.00 | $0.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Fishing, Intellectually Disabled | $0.00 | $0.00 | $0.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Fishing, Paraplegic | $0.00 | $0.00 | $0.00 | Y | Y | Y | Y | Y | Y | Y |
| | Non-resident (Citizen/Alien) Fishing | $43.00 | $46.50 | $50.00 | Y | Y | Y | Y | Y | Y | Y |
| | Non-resident (Citizen/Alien) Fishing, 3 Day | $25.70 | $28.10 | $30.50 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen/Alien) Fishing, 3 Day | $15.00 | $17.50 | $20.00 | Y | Y | Y | Y | Y | Y | Y |
| | Non-resident (Citizen/Alien) Minor Fishing, Age 15–17 | $7.40 | $7.70 | $8.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Hunting | $33.00 | $36.50 | $40.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Hunting, Age 65–69 | $16.50 | $18.25 | $20.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Hunting, Paraplegic | $0.00 | $0.00 | $0.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Alien) Hunting | $33.00 | $36.50 | $40.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Alien) Hunting, Bow Only | $33.00 | $36.50 | $40.00 | Y | Y | Y | Y | Y | Y | Y |
| | Non-resident (Alien) Hunting, Big Game | $105.00 | $108.50 | $112.00 | Y | Y | Y | Y | Y | Y | Y |

| Product Type | Product Name | Base Fee 2024 | Base Fee 2025 | Base Fee 2026 | Convenience Fee (Internet Only) | Administrative Handling Charge[1] | Internet | Retail | Town | DFW | DMF |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Non-resident (Citizen) Hunting, Big Game | $105.00 | $108.50 | $112.00 | Y | Y | Y | Y | Y | Y | Y |
| | Non-resident (Alien) Hunting, Small Game | $71.00 | $74.50 | $78.00 | Y | Y | Y | Y | Y | Y | Y |
| | Non-resident (Citizen) Hunting, Small Game | $71.00 | $74.50 | $78.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Minor Hunting, Age 15–17 | $6.50 | $6.50 | $6.50 | Y | Y | Y | Y | Y | Y | Y |
| | Resident Citizen Sporting | $61.00 | $68.00 | $75.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Alien) Sporting | $61.00 | $68.00 | $75.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident Citizen Sporting, Age 65–69 | $30.50 | $34.00 | $37.50 | Y | Y | Y | Y | Y | Y | Y |
| | Resident Citizen Sporting, Age 70 or over | $0.00 | $0.00 | $0.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Sporting, Paraplegic | $0.00 | $0.00 | $0.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Trapping | $36.00 | $38.00 | $40.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Minor Trapping, Age 12–17 | $6.50 | $6.50 | $6.50 | Y | Y | Y | Y | Y | Y | Y |
| | Resident (Citizen) Trapping, Age 65–69 | $18.00 | $19.00 | $20.00 | Y | Y | Y | Y | Y | Y | Y |
| | Non-Resident Commercial Shooting Preserve (1-day) | $14.00 | $17.00 | $20.00 | Y | N | Y | Y | Y | Y | Y |
| | Resident Commercial Shooting Preserve (1-day) | $8.00 | $9.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Resident Saltwater Fishing Age 60 and over | $0.00 | $0.00 | $0.00 | Y | Y | Y | Y | Y | Y | Y |
| | Non-resident Recreational Saltwater Fishing, Age 60 and over | $0.00 | $0.00 | $0.00 | Y | Y | Y | Y | Y | Y | Y |
| | Non-resident Recreational Saltwater Fishing | $10.00 | $10.00 | $10.00 | Y | Y | Y | Y | Y | Y | Y |
| | Resident Recreational Saltwater Fishing | $10.00 | $10.00 | $10.00 | Y | Y | Y | Y | Y | Y | Y |

| Product Type | Product Name | Base Fee 2024 | Base Fee 2025 | Base Fee 2026 | Convenience Fee (Internet Only) | Administrative Handling Charge[1] | Internet | Retail | Town | DFW | DMF |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Non-commercial Lobster (Resident) | $55.00 | $55.00 | $55.00 | Y | Y | Y | N | N | Y | Y |
| | Non-commercial Lobster, Age 17 and under | $55.00 | $55.00 | $55.00 | N | N | N | N | N | N | Y |
| | Non-Commercial Lobster (Non-resident) | $75.00 | $75.00 | $75.00 | N | N | N | N | N | N | Y |
| | Charter Boat (Non-resident) | $130.00 | $130.00 | $130.00 | N | N | N | N | N | N | Y |
| | Charter Boat (Resident) | $65.00 | $65.00 | $65.00 | N | N | N | N | N | N | Y |
| | Head Boat (Non-resident) | $260.00 | $260.00 | $260.00 | N | N | N | N | N | N | Y |
| | Head Boat (Resident) | $130.00 | $130.00 | $130.00 | N | N | N | N | N | N | Y |
| | Quabbin Reservoir Fishing, 1 Day | $5.00 | $5.00 | $5.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-resident Trapping Permit | $209.00 | $212.00 | $215.00 | Y | Y | Y | Y | Y | Y | Y |
| **Hunting / Special Permit** | Resident Surplus Antlerless Deer Permit | $10.00 | $10.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-resident Surplus antlerless Deer Permit | $20.00 | $25.00 | $30.00 | Y | N | Y | Y | Y | Y | Y |
| | Antlerless Deer Permit Application | $0.00 | $0.00 | $0.00 | N | N | Y | Y | Y | Y | Y |
| | Resident Antlerless Deer Permit | $10.00 | $10.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-resident Antlerless Deer Permit | $20.00 | $25.00 | $30.00 | Y | N | Y | Y | Y | Y | Y |
| | Resident Quabbin Antlerless Deer Permit | $10.00 | $10.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-resident Quabbin Antlerless Deer Permit | $20.00 | $25.00 | $30.00 | Y | N | Y | Y | Y | Y | Y |
| | Resident Blue Hills Antlerless Deer Permit | $10.00 | $10.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-Resident Blue Hills Antlerless Deer Permit | $20.00 | $25.00 | $30.00 | Y | N | Y | Y | Y | Y | Y |

| Product Type | Product Name | Base Fee 2024 | Base Fee 2025 | Base Fee 2026 | Convenience Fee (Internet Only) | Administrative Handling Charge[1] | Internet | Retail | Town | DFW | DMF |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Resident Wachusett Reservoir Zone Antlerless Deer Permit | $10.00 | $10.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-Resident Wachusett Reservoir Zone Antlerless Deer Permit | $20.00 | $25.00 | $30.00 | Y | N | Y | Y | Y | Y | Y |
| | Youth Deer Hunt Permit, Age 12–14 | $0.00 | $0.00 | $0.00 | N | N | Y | Y | Y | Y | Y |
| | Youth Deer Hunt Permit, Age 15–17 | $0.00 | $0.00 | $0.00 | N | N | Y | Y | Y | Y | Y |
| | Resident Bear Permit | $10.00 | $10.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-resident Bear Permit | $20.00 | $25.00 | $30.00 | Y | N | Y | Y | Y | Y | Y |
| | Antlered Deer Tag 1 | $0.00 | $0.00 | $0.00 | N | N | Y | Y | Y | Y | Y |
| | Antlered Deer Tag 2 | $0.00 | $0.00 | $0.00 | N | N | Y | Y | Y | Y | Y |
| | Fall Turkey Tag | $0.00 | $0.00 | $0.00 | N | N | Y | Y | Y | Y | Y |
| | Spring Turkey Tag 1 | $0.00 | $0.00 | $0.00 | N | N | Y | Y | Y | Y | Y |
| | Spring Turkey Tag 2 | $0.00 | $0.00 | $0.00 | N | N | Y | Y | Y | Y | Y |
| | Resident Turkey Permit | $10.00 | $10.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-resident Turkey Permit | $20.00 | $25.00 | $30.00 | Y | N | Y | Y | Y | Y | Y |
| | Youth Turkey Permit | $0.00 | $0.00 | $0.00 | N | N | Y | Y | Y | Y | Y |
| | Farmer/Landowner Antlerless Deer Permit | $0.00 | $0.00 | $0.00 | N | N | Y | N | N | Y | N |
| | Farmer/Landowner Turkey Permit | $0.00 | $0.00 | $0.00 | N | N | Y | N | N | Y | N |
| | Apprentice Falconry Permit | $25.00 | $25.00 | $25.00 | Y | N | Y | Y | Y | Y | Y |
| | General Falconry Permit | $25.00 | $25.00 | $25.00 | Y | N | Y | Y | Y | Y | Y |
| | Master Falconry Permit | $25.00 | $25.00 | $25.00 | Y | N | Y | Y | Y | Y | Y |
| | Propagation Falconry Permit | $25.00 | $25.00 | $25.00 | Y | N | Y | Y | Y | Y | Y |
| | Salvage Falconry Permit | $1.00 | $1.00 | $1.00 | Y | N | Y | Y | Y | Y | Y |
| | Municipal Problem Animal Control Permit | $0.00 | $0.00 | $0.00 | N | N | Y | Y | Y | Y | Y |

| Product Type | Product Name | Base Fee 2024 | Base Fee 2025 | Base Fee 2026 | Convenience Fee (Internet Only) | Administrative Handling Charge[1] | Internet | Retail | Town | DFW | DMF |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Problem Animal Control Permit + Coyote Certificate, Age 70 and over | $100.00 | $100.00 | $100.00 | Y | Y | Y | Y | Y | Y | Y |
| | Problem Animal Control Permit + Coyote Certificate | $100.00 | $100.00 | $100.00 | Y | Y | Y | Y | Y | Y | Y |
| | Problem Coyote Control Certificate | $0.00 | $0.00 | $0.00 | N | N | Y | N | N | Y | N |
| | Problem Animal Control Permit | $100.00 | $100.00 | $100.00 | Y | Y | Y | Y | Y | Y | Y |
| | Problem Animal Control Permit, Age 70 and over | $100.00 | $100.00 | $100.00 | Y | Y | Y | Y | Y | Y | Y |
| | Youth Turkey Completion Certificate | $0.00 | $0.00 | $0.00 | N | N | N | N | N | Y | N |
| | Extension Permit for Beaver Removal | $0.00 | $0.00 | $0.00 | N | N | Y | N | N | Y | N |
| | 10-day Permit Beaver / Muskrat Removal | $0.00 | $0.00 | $0.00 | N | N | Y | N | N | Y | N |
| | Class 4 Propagator's Permit (Deer Farms) | $50.00 | $50.00 | $50.00 | Y | Y | Y | N | N | Y | N |
| | Class 4 (birds) | $25/$50 commercial | $25/$50 commercial | $25/$50 commercial | Y | Y | Y | N | N | Y | N |
| | Dog Training Permits | $0.00 | $0.00 | $0.00 | N | N | Y | N | N | Y | N |
| | Trap Registration Certificate (2 years) | $14.00 | $17.00 | $20.00 | Y | N | Y | N | N | Y | N |
| | Resident Fur Buyer's License | $39.00 | $42.00 | $45.00 | Y | Y | Y | N | N | Y | N |
| | Non-resident Fur Buyer's License | $99.00 | $102.00 | $105.00 | Y | Y | Y | N | N | Y | N |
| | Public Stocking License (Quail/Pheasant) | $0.00 | $0.00 | $0.00 | N | N | Y | N | N | Y | N |
| | Field Trial Permit | $25.00 | $25.00 | $25.00 | Y | Y | Y | N | N | Y | N |
| | Wildlife Rehabilitation Permit | $10.00 | $10.00 | $10.00 | Y | Y | Y | N | N | Y | N |

| Product Type | Product Name | Base Fee 2024 | Base Fee 2025 | Base Fee 2026 | Convenience Fee (Internet Only) | Administrative Handling Charge[1] | Internet | Retail | Town | DFW | DMF |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Wildlife Rehabilitation Permit (Veterinarian) | $0.00 | $0.00 | $0.00 | N | N | Y | N | N | Y | N |
| | Game Liberation | $0.00 | $0.00 | $0.00 | Y | Y | Y | N | N | Y | N |
| | Importation | $25.00 | $25.00 | $25.00 | Y | Y | Y | N | N | Y | N |
| | Annual importation Permit | $50.00 | $50.00 | $50.00 | Y | Y | Y | N | N | Y | N |
| | Temporary Permit to Import Wildlife | $25.00 | $25.00 | $25.00 | Y | Y | Y | N | N | Y | N |
| | Taxidermist License | $25.00 | $25.00 | $25.00 | Y | Y | Y | N | N | Y | N |
| | Class 1 Propagator's Permit | $15.00 | $15.00 | $15.00 | Y | Y | Y | N | N | Y | N |
| | Class 2 Fish Liberation in the Public | $0.00 | $0.00 | $0.00 | Y | Y | Y | N | N | Y | N |
| | Class 3 fish Propagator's Permit | $100.00 | $100.00 | $100.00 | Y | Y | Y | N | N | Y | N |
| | Class 5 | $0.00 | $0.00 | $0.00 | Y | Y | Y | N | N | Y | N |
| | Class 6 Dealer's License | $25/store | $25/store | $25/store | Y | Y | Y | N | N | Y | N |
| | Class 8 | $10.00 | $10.00 | $10.00 | Y | Y | Y | N | N | Y | N |
| | Scientific Collection Permit, Commercial/ Education | $100.00 | $100.00 | $100.00 | Y | Y | Y | N | N | Y | N |
| | Scientific Collection Permit for Research | $0.00 | $0.00 | $0.00 | N | N | Y | N | N | Y | N |
| | Commercial Scientific Collection Permit | $100.00 | $100.00 | $100.00 | Y | Y | Y | N | N | Y | N |
| | Teaching with Trout Permits | $0.00 | $0.00 | $0.00 | N | N | Y | N | N | Y | N |
| **Hunting Stamp** | Resident Archery Stamp | $10.00 | $10.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-resident Archery Stamp | $20.00 | $25.00 | $30.00 | Y | N | Y | Y | Y | Y | Y |
| | Resident Waterfowl Stamp | $10.00 | $10.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-resident Waterfowl Stamp | $20.00 | $25.00 | $30.00 | Y | N | Y | Y | Y | Y | Y |
| | Resident Primitive Firearms Stamp | $10.00 | $10.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-resident Primitive firearms stamp | $20.00 | $25.00 | $30.00 | Y | N | Y | Y | Y | Y | Y |

| Product Type | Product Name | Base Fee 2024 | Base Fee 2025 | Base Fee 2026 | Convenience Fee (Internet Only) | Administrative Handling Charge[1] | Internet | Retail | Town | DFW | DMF |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Resident Pheasant and quail permit | $12.00 | $16.00 | $20.00 | Y | N | Y | Y | Y | Y | Y |
| | Non-resident Pheasant and quail permit | $18.00 | $24.00 | $30.00 | Y | N | Y | Y | Y | Y | Y |
| | Wildlands Stamp, Resident | $5.00 | $5.00 | $5.00 | Y | N | Y | Y | Y | Y | Y |
| | Wildlands Stamp, Non-resident | $5.00 | $5.00 | $5.00 | Y | N | Y | Y | Y | Y | Y |
| | Federal educk Stamp | $27.00 | $27.00 | $27.00 | Y | N | Y | Y | Y | Y | Y |
| **Survey** | H.I.P. Survey | $0.00 | $0.00 | $0.00 | N | N | Y | Y | Y | Y | Y |
| **Publication** | Massachusetts Natural Heritage Atlas—15th Edition, Individual Town Map (2021) | $25.00 | $25.00 | $25.00 | N | N | N | N | N | Y | N |
| | Birds of Massachusetts—A Checklist | $2.50 | $2.50 | $2.50 | N | N | N | N | N | Y | N |
| | BULK: Field Guide to Amphibians and Reptiles-1 Pack | $8.00 | $8.00 | $8.00 | N | N | N | N | N | Y | N |
| | BULK: Guide to Invasive Plants in MA (2008), 1 Pack | $4.00 | $4.00 | $4.00 | N | N | N | N | N | Y | N |
| | BULK: Field Guide to Animals of Vernal Pools (2009), 1 Pack | $10.00 | $10.00 | $10.00 | N | N | N | N | N | Y | N |
| | BULK: Field Guide to Animals of Vernal Pools (2009), 25 Pack | $250.00 | $250.00 | $250.00 | N | N | N | N | N | Y | N |
| | BULK: Field Guide to Amphibians and Reptiles, 25 Pack | $200.00 | $200.00 | $200.00 | N | N | N | N | N | Y | N |
| | BULK: Field Guide to Dragonflies & Damselflies, 1 Pack | $15.00 | $15.00 | $15.00 | N | N | N | N | N | Y | N |
| | BULK: Field Guide to Dragonflies & Damselflies, | $375.00 | $375.00 | $375.00 | N | N | N | N | N | Y | N |

| Product Type | Product Name | Base Fee 2024 | Base Fee 2025 | Base Fee 2026 | Convenience Fee (Internet Only) | Administrative Handling Charge[1] | Internet | Retail | Town | DFW | DMF |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 25 Pack | | | | | | | | | | |
| | BULK: Guide to Invasive Plants in MA (2008), 1 Pack | $4.00 | $4.00 | $4.00 | N | N | N | N | N | Y | N |
| | BULK: Guide to Invasive Plants in MA (2008), 25 Pack | $100.00 | $100.00 | $100.00 | N | N | N | N | N | Y | N |
| | BULK: Field Guide to Animals of Vernal Pools (2009), 25 Pack | $250.00 | $250.00 | $250.00 | N | N | N | N | N | Y | N |
| | Critters of Massachusetts - 2001 | $5.00 | $5.00 | $5.00 | N | N | N | N | N | Y | N |
| | Field Guide to MA Amphibians (2013) | $3.00 | $3.00 | $3.00 | N | N | N | N | N | Y | N |
| | Field Guide to the Amphibians and Reptiles of MA | $10.00 | $10.00 | $10.00 | N | N | N | N | N | Y | N |
| | Massachusetts Homeowner's Guide to Bats (2009) | $2.50 | $2.50 | $2.50 | N | N | N | N | N | Y | N |
| | Field Guide to MA Dragonflies & Damselflies (2007) | $20.00 | $20.00 | $20.00 | N | N | N | N | N | Y | N |
| | Massachusetts Snake Guide | $2.00 | $2.00 | $2.00 | N | N | N | N | N | Y | N |
| | Guide to Invasive Plants in MA -2008 | $5.00 | $5.00 | $5.00 | N | N | N | N | N | Y | N |
| | Field Guide to MA Reptiles (2009) | $3.00 | $3.00 | $3.00 | N | N | N | N | N | Y | N |
| | The Wild Turkey in Massachusetts-2009 | $5.00 | $5.00 | $5.00 | N | N | N | N | N | Y | N |
| | Field Guide to Animals of Vernal Pools (2009) | $12.00 | $12.00 | $12.00 | N | N | N | N | N | Y | N |
| | Junior Duck Stamp-Westborough Only | $5.00 | $5.00 | $5.00 | N | N | N | N | N | Y | N |

| Product Type | Product Name | Base Fee 2024 | Base Fee 2025 | Base Fee 2026 | Convenience Fee (Internet Only) | Administrative Handling Charge[1] | Internet | Retail | Town | DFW | DMF |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Massachusetts Wildlife Magazine Back Issues | $3.00 | $3.00 | $3.00 | N | N | N | N | N | Y | N |
| | Massachusetts Wildlife Magazine, 4 Issues | $6.00 | $6.00 | $6.00 | Y | N | Y | Y | Y | Y | Y |
| | Massachusetts Wildlife Magazine, 8 Issues | $10.00 | $10.00 | $10.00 | Y | N | Y | Y | Y | Y | Y |
| | Problem Animal Control Study Guide | $15.00 | $15.00 | $15.00 | N | N | N | N | N | Y | N |
| | Turtles of Massachusetts (Poster, 2007) | $2.50 | $2.50 | $2.50 | N | N | N | N | N | Y | N |
| | Freshwater fish (folded poster) | $2.50 | $2.50 | $2.50 | N | N | N | N | N | Y | N |
| | Vernal Pool Live: A Race Against Dryness (Poster) | $2.50 | $2.50 | $2.50 | Y | N | N | N | N | Y | N |
| | Vascular Plants of Massachusetts: A County Checklist, First Revision (CD, 2011) | $5.00 | $5.00 | $5.00 | Y | N | N | N | N | Y | N |
| | An Introduction to the Threatened Turtles of Massachusetts: Why They Need Our Help (DVD, 2007) | $5.00 | $5.00 | $5.00 | Y | N | N | N | N | Y | N |
| **Donation** | $10 Wildlands Fund Donation | $10.00 | $10.00 | $10.00 | Y2 | N | Y | Y | Y | Y | Y |
| | $25 Wildlands Fund Donation | $25.00 | $25.00 | $25.00 | Y2 | N | Y | Y | Y | Y | Y |
| | $50 Wildlands Fund Donation | $50.00 | $50.00 | $50.00 | Y2 | N | Y | Y | Y | Y | Y |
| | Wildlands Fund Donation (Specify Amount) | Var | Var | Var | Y2 | N | Y | Y | Y | Y | Y |
| | Endangered Species Program Donation (Specify Amount) | Var | Var | Var | Y2 | N | Y | Y | Y | Y | Y |

| Product Type | Product Name | Base Fee 2024 | Base Fee 2025 | Base Fee 2026 | Convenience Fee (Internet Only) | Administrative Handling Charge[1] | Internet | Retail | Town | DFW | DMF |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | $1 Marine Recreational Fisheries Development Fund Donation | $1.00 | $1.00 | $1.00 | Y2 | N | Y | Y | Y | Y | Y |
| | $2.50 Marine Recreational Fisheries Development Fund Donation | $2.50 | $2.50 | $2.50 | Y2 | N | Y | Y | Y | Y | Y |
| | $5 Marine Recreational Fisheries Development Fund Donation | $5.00 | $5.00 | $5.00 | Y2 | N | Y | Y | Y | Y | Y |
| | $10 Marine Recreational Fisheries Development Fund Donation | $10.00 | $10.00 | $10.00 | Y2 | N | Y | Y | Y | Y | Y |
| | $20 Marine Recreational Fisheries Development Fund Donation | $20.00 | $20.00 | $20.00 | Y2 | N | Y | Y | Y | Y | Y |
| | $25 Marine Recreational Fisheries Development Fund Donation | $25.00 | $25.00 | $25.00 | Y2 | N | Y | Y | Y | Y | Y |
| | $50 Marine Recreational Fisheries Development Fund Donation | $50.00 | $50.00 | $50.00 | Y2 | N | Y | Y | Y | Y | Y |
| | Marine Recreational Fisheries Fund (Specify Amount) | Var | Var | Var | Y2 | N | Y | Y | Y | Y | Y |
| | Striped Bass Conservation (Specify Amount) | Var | Var | Var | Y2 | N | Y | Y | Y | Y | Y |

1 The administrative handling charge is not applied to sales at DMF and DFW offices.
2 The convenience fee for donations is currently *deducted* from the purchase price so as not to increase the total cost to the customer

## 13 APPENDIX 6—ACCOUNTING AND FINANCIAL REPORTS

Below are example reports containing required information for agency staff. Screenshots have been included where available.

1. License sales reports
    a. Filter 'from' date and 'to' date
    b. Filter by calendar year
    c. Filter By Fiscal Year
    d. Filter by vendor, but also have the option to select all vendors
    e. Filter by clerk who sold or voided transactions, but also have the option to select all clerks
    f. Filter by division

Example of a license sales report.

Run Date: 12/8/2020 3:03:13 PM

**Commonwealth of Massachusetts**
**Agent Sales Report**

**From: 12/8/2020 To: 12/8/2020**

**All Season Years**

**Agent: Internet Sales - 10000**
**Clerk: All Clerks**

| Org | Product Name | Product Type | Code | Qty | Base Fee | Gross Amount | Retained Revenue | Agent Comm | Handling Fee | Net Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| DFW | | | | | | | | | | |
| | Antlered Deer Tag 1 | Tag | DeerTag1 | 1 | $0.00 | - | - | - | - | - |
| | Antlered Deer Tag 2 | Tag | DeerTag2 | 1 | $0.00 | - | - | - | - | - |
| | Quabbin Reservoir Fishing, 1 Day | License | F10 | 1 | $5.00 | $5.00 | - | - | - | $5.00 |
| | Resident (Citizen) Hunting | License | H1 | 1 | $22.50 | $23.84 | - | - | $1.34 | $22.50 |
| | Wildlands Stamp, resident | Stamp | W1 | 1 | $5.00 | $5.00 | - | - | - | $5.00 |
| | SUBTOTAL: | | | | | $33.84 | - | - | $1.34 | $32.50 |
| DMF | Resident Recreational Saltwater Fishing | License | SWF-R | 1 | $10.00 | $11.34 | - | - | $1.34 | $10.00 |
| | SUBTOTAL: | | | | | $11.34 | - | - | $1.34 | $10.00 |
| TOTAL: | | | | | | $45.18 | | - | $2.68 | $42.50 |

** Total amount collected from the customer.*

2. ACH report—list all the transactions sold and should match the total of amount of money received on a weekly basis.
    a. Filter by division.

Example of an ACH report.

**Commonwealth of Massachusetts**
**ACH Revenue Report**

**From: 7/25/2021** **To: 7/31/2021**

| TOTAL WEEKLY SALES | | | | |
|---|---|---|---|---|
| **DFW License Type** | **Unit** | **Gross Revenue** | **Retained Revenue** | **Net Revenue** |
| BP - Bear Permit | 52 | $260.00 | - | $260.00 |
| F1 - Resident (Citizen) Fishing | 1509 | $33,952.50 | $0.50 | $33,952.00 |
| F10 - Quabbin Reservoir Fishing, 1 Day | 19 | $95.00 | - | $95.00 |
| F1-A - Resident (Alien) Fishing | 103 | $2,317.50 | - | $2,317.50 |
| F2 - Resident (Citizen/Alien) Minor Fishing, Age 15-17 | 153 | $0.00 | - | $0.00 |
| F3 - Resident (Citizen) Fishing, Age 65-69 | 119 | $1,338.75 | $1.50 | $1,337.25 |
| F4-70 - Resident (Citizen) Fishing, Age 70 or over | 142 | $0.00 | - | $0.00 |
| F4-ID - Resident (Citizen) Fishing, Intellectually Disabled | 1 | $0.00 | - | $0.00 |
| F4-P - Resident (Citizen) Fishing, Paraplegic | 2 | $0.00 | - | $0.00 |
| F6 - Non-Resident (Citizen/Alien) Fishing | 265 | $8,612.50 | - | $8,612.50 |
| F7 - Non-resident (Citizen/Alien) Fishing, 3 Day | 119 | $2,201.50 | - | $2,201.50 |
| F8 - Resident (Citizen/Alien) Fishing, 3 Day | 94 | $705.00 | - | $705.00 |
| F9 - Non-resident (Citizen/Alien) Minor Fishing, Age 15-17 | 28 | $182.00 | - | $182.00 |
| FedDuck - Federal eDuck Stamp (expires June 30, 2022) | 15 | $405.00 | - | $405.00 |
| H1 - Resident (Citizen) Hunting | 68 | $1,530.00 | - | $1,530.00 |
| H2 - Resident (Citizen) Hunting, Age 65-69 | 9 | $101.25 | - | $101.25 |
| H5-C - Non-Resident (Citizen) Hunting, Big Game | 14 | $1,323.00 | - | $1,323.00 |
| H6-A - Non-Resident (Alien) Hunting, Small Game | 1 | $60.50 | - | $60.50 |
| H6-C - Non-Resident (Citizen) Hunting, Small Game | 3 | $181.50 | - | $181.50 |
| H7 - Non-Resident Commercial Shooting Preserve (1 Day) | 2 | $10.00 | - | $10.00 |
| H8 - Resident (Citizen) Minor Hunting, Age 15-17 | 3 | $19.50 | - | $19.50 |
| H8-Int - Resident (Citizen) Minor Hunting, Age 15-17 | 5 | $32.50 | - | $32.50 |
| M1 - Archery Stamp | 132 | $673.20 | - | $673.20 |
| M2 - Waterfowl Stamp | 29 | $145.00 | - | $145.00 |
| M3 - Primitive Firearms Stamp | 120 | $612.00 | - | $612.00 |
| MagSub4 - Massachusetts Wildlife | 2 | $12.00 | - | $12.00 |

| | | | | |
|---|---|---|---|---|
| Magazine - 4 Issues | | | | |
| MagSub8 - Massachusetts Wildlife Magazine - 8 Issues | 12 | $120.00 | - | $120.00 |
| S1 - Resident Citizen Sporting | 138 | $5,520.00 | - | $5,520.00 |
| S1-A - Resident (Alien) Sporting | 5 | $200.00 | - | $200.00 |
| S2 - Resident Citizen Sporting, Age 65-69 | 14 | $280.00 | - | $280.00 |
| S3 - Resident Citizen Sporting, Age 70 or over | 46 | $0.00 | - | $0.00 |
| T1 - Resident (Citizen) Trapping | 1 | $30.50 | - | $30.50 |
| TP - Turkey Permit | 68 | $340.00 | - | $340.00 |
| W1 - Wildlands Stamp, resident | 2036 | $10,180.00 | - | $10,180.00 |
| W2 - Wildlands Stamp, non-resident | 432 | $2,160.00 | - | $2,160.00 |
| WFDVar - Wildlands Fund Donation (Specify Amount) | 28 | $205.00 | - | $205.00 |
| WFGuest - Wildlands Fund Donation (Specify Amount) | 1 | $10.00 | - | $10.00 |
| WL10 - $10 Wildlands Fund Donation | 1 | $9.71 | - | $9.71 |
| WL25 - $25 Wildlands Fund Donation | 1 | $24.27 | - | $24.27 |
| **Totals** | | **$73,849.68** | **$2.00** | **$73,847.68** |

| SOURCE CODE/DESCRIPTION | TOTAL WEEKLY SALES |
|---|---|
| 3081 - Licenses - Bear Permit | $260.00 |
| 0783 - Archery Stamp Fee | $673.20 |
| 0500 - Wildlife Magazine | $132.00 |
| 0785 - Primitive Firearms Stamps | $612.00 |
| 6900 - IFG Donations | $248.98 |
| 3038 - Licenses-Sporting | $58,681.50 |
| 7200 - Federal E-Duck Stamp | $405.00 |
| 0505 - Fees-Waterfowl Stamps A | $145.00 |
| 3088 - Licenses - Turkey Permit | $340.00 |
| 4514 - Sales-Game Tags | $10.00 |
| 0781 - Wildlife Land Stamp Feec72 90 | $12,340.00 |
| **Totals** | **$73,847.68** |

Other reports can be generated in an interface with filters and a way to export:

3. ACH reject report
    a. Filter by week
    b. Filter by vendor
    c. Filter by amount of ACH that rejected

4. Reversals (voids) report
    a. Filter by week, month, fiscal year
    b. Filter by vendor
    c. Filter by clerk who reversed the transaction

5. Retained Revenue report. This report is for all the fees the town clerks charge for the sale of licenses and stamps.
    a. Filter by week
    b. Filter by vendor

6. Detailed Transaction Report
    a. Filter by date range
    b. Filter by calendar year

7. Processed disabled licenses report. This report lists all the disabled licenses approved by agency staff.
    a. Filter by date range
    b. Filter by calendar year

8. Federal Duck Stamp report. The vendor will send an electronic file to the U.S. Fish and Wildlife Services' (USFWS) vendor—currently Amplex—on a weekly basis. Amplex uses the data file to fulfill the physical stamp to all customers who purchases a federal duck stamp through MassFishHunt in that week. Amplex invoices the Division of Fisheries and Wildlife once a month for all the federal duck stamps sold at state offices and licensed vendor locations during that month. The vendor will be required to produce both the data file the USFWS' vendor uses on weekly basis and a report that DFG will be able to use to reconcile the sales with the USFWS vendor. The DFG Federal Duck Stamp reconciliation report will need to reconcile the Federal Duck Stamps sold with the funds received on a monthly basis.
    a. Filter by week
    b. Filter by vendor

9. Magazine subscription reconciliation report. The vendor will be required to send an electronic file to DFW's magazine publisher—currently CDS—to fulfill magazine subscriptions weekly. The report will need to contain the following information (enter information or attach a sample or old report).

10. Suspended report. Report used by both DFW and the Massachusetts Environmental Police to monitor license, permit, and any other suspensions, as applicable. The report will need to include suspension activity of customers.
    a. Filter 'from' date and 'to' date
    b. Filter by calendar year

## 14 APPENDIX 7—EXAMPLE LICENSE AND TAGS

Below is how both buck tags should appear when a customer prints their license and NO antlered deer harvest reports have been submitted.

**Commonwealth of Massachusetts**
**Department of Fish & Game**
**Division of Fisheries & Wildlife**

**Customer ID: 1142675**

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

**Customer Information**

Resident | US Citizen
**DOB:** xx/xx/xxx | **Gender:** Female
**Height:** 5' 3" | **Hair:** Blonde
**Weight:** 125.0 lbs | **Eyes:** Blue

Director: Mark S. Tisa

| Year | Item Purchased | Date/Time issued | Expires |
|---|---|---|---|
| 2023 | Wildlands stamp | 01/27/2023 10:04:22 AM | 12/31/2023 |
| 2023 | Sporting | 01/27/2023 10:04:22 AM | 12/31/2023 |
| 2023 | Turkey permit | 04/21/2023 03:41:34 PM | 11/25/2023 |
| 2023 | Archery stamp | 09/12/2023 10:36:48 AM | 11/25/2023 |
| 2023 | Primitive firearm stamp | 09/12/2023 10:36:48 AM | 12/30/2023 |
| 2023 | Pheasant permit | 09/12/2023 10:36:49 AM | 12/30/2023 |

Signature: Electronic Signature Affirmed

IMPORTANT: This is your official license. Your ability to reprint or copy this license does NOT authorize you to use more than the legal number of tags issued to you, nor are you allowed to possess multiple copies of this license: MGL c 131, § 16

** BE ADVISED: While hunting Antlered Deer, hunters must carry a printed PAPER COPY of this license with attached tag(s) and must comply with all tagging requirements as defined in 321 CMR 2.11 (5) and 321 3.02 (4).

ARCHERY AND PRIMITIVE FIREARMS STAMPS are required to hunt deer during those seasons.

NOTE: To report your harvest online go to www.mass.gov/massfishhunt, login and click "Report a Harvest".

**Antlered Deer Tag** **2023**

**Customer ID: 1142675** **Confirmation #:** ________________

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

Upon killing ANTLERED DEER ONLY fill out below; cut out tag, and immediately affix to deer.

**Town Of Kill:** ______________________________

Date: ____________________

Tag Void if Detached Prior to Harvest

**Antlered Deer Tag** **2023**

**Customer ID: 1142675** **Confirmation #:** ________________

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

Upon killing ANTLERED DEER ONLY fill out below; cut out tag, and immediately affix to deer.

**Town Of Kill:** ______________________________

Date: ____________________

Tag Void if Detached Prior to Harvest

Upon submission of a harvest report, any reprinted license (buck tags) and/or permits shall have the reported status, date of harvest, town of harvest, and the confirmation number included on the tag. Below is how the license should appear when ONE antlered deer harvest report has been submitted online and a customer chooses to reprint the license or permit (during the open season for that species). Note that the "Reported" status is documented and that the confirmation number, town of harvest, and date of harvest are reflected on one of the two buck tags.

**Commonwealth of Massachusetts**
**Department of Fish & Game**
**Division of Fisheries & Wildlife**

**Customer ID: 1142675**

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

**Customer Information**

| | |
|---|---|
| Resident | US Citizen |
| **DOB** xx/xx/xxx | **Gender:** Female |
| **Height:** 5' 3" | **Hair:** Blonde |
| **Weight:** 125.0 lbs | **Eyes:** Blue |

Director: Mark S. Tisa

| Year | Item Purchased | Date/Time issued | Expires |
|---|---|---|---|
| 2023 | Wildlands stamp | 01/27/2023 10:04:22 AM | 12/31/2023 |
| 2023 | Sporting | 01/27/2023 10:04:22 AM | 12/31/2023 |
| 2023 | Turkey permit | 04/21/2023 03:41:34 PM | 11/25/2023 |
| 2023 | Archery stamp | 09/12/2023 10:36:48 AM | 11/25/2023 |
| 2023 | Primitive firearm stamp | 09/12/2023 10:36:48 AM | 12/30/2023 |
| 2023 | Pheasant permit | 09/12/2023 10:36:49 AM | 12/30/2023 |

Signature: Electronic Signature Affirmed

IMPORTANT: This is your official license. Your ability to reprint or copy this license does NOT authorize you to use more than the legal number of tags issued to you, nor are you allowed to possess multiple copies of this license: MGL c 131, § 16

** BE ADVISED: While hunting Antlered Deer, hunters must carry a printed PAPER COPY of this license with attached tag(s) and must comply with all tagging requirements as defined in 321 CMR 2.11 (5) and 321 3.02 (4).

ARCHERY AND PRIMITIVE FIREARMS STAMPS are required to hunt deer during those seasons.

NOTE: To report your harvest online go to www.mass.gov/massfishhunt, login and click "Report a Harvest".

**Antlered Deer Tag** 2023

**Customer ID: 1142675** **Confirmation #:** 718309

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

**REPORTED**

Upon killing ANTLERED DEER ONLY fill out below; cut out tag, and immediately affix to deer.

**Town Of Kill:** Paxton

Date: 10/30/2023

Tag Void if Detached Prior to Harvest

**Antlered Deer Tag** 2023

**Customer ID: 1142675** **Confirmation #:** ____________

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

Upon killing ANTLERED DEER ONLY fill out below; cut out tag, and immediately affix to deer.

**Town Of Kill:** ____________

Date: ____________

Tag Void if Detached Prior to Harvest

If a second (or first) antlered deer harvest report is submitted beyond the specified limited timeframe (thus a confirmation number is NOT issued), the tag should look like the example below. Note that the tag is "filled" but it is specified that the submission was invalid, and no confirmation number was issued. At this point, no additional harvest reports (for antlered deer in this example) should be available to be entered by the hunter online, via vendor location, or by DFW administrative staff.

***Commonwealth of Massachusetts***
***Department of Fish & Game***
***Division of Fisheries & Wildlife***

**Customer ID: 1142675**

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

**Customer Information**

| | |
|---|---|
| Resident | US Citizen |
| **DOB:** xx/xx/xxx | **Gender:** Female |
| **Height:** 5' 3" | **Hair:** Blonde |
| **Weight:** 125.0 lbs | **Eyes:** Blue |

Director: Mark S. Tisa

| Year | Item Purchased | Date/Time Issued | Expires |
|---|---|---|---|
| 2023 | Wildlands stamp | 01/27/2023 10:04:22 AM | 12/31/2023 |
| 2023 | Sporting | 01/27/2023 10:04:22 AM | 12/31/2023 |
| 2023 | Turkey permit | 04/21/2023 03:41:34 PM | 11/25/2023 |
| 2023 | Archery stamp | 09/12/2023 10:36:48 AM | 11/25/2023 |
| 2023 | Primitive firearm stamp | 09/12/2023 10:36:48 AM | 12/30/2023 |
| 2023 | Pheasant permit | 09/12/2023 10:36:49 AM | 12/30/2023 |

Signature: Electronic Signature Affirmed

IMPORTANT: This is your official license. Your ability to reprint or copy this license does NOT authorize you to use more than the legal number of tags issued to you, nor are you allowed to possess multiple copies of this license: MGL c 131, § 16

** BE ADVISED: While hunting Antlered Deer, hunters must carry a printed PAPER COPY of this license with attached tag(s) and must comply with all tagging requirements as defined in 321 CMR 2.11 (5) and 321 3.02 (4).

ARCHERY AND PRIMITIVE FIREARMS STAMPS are required to hunt deer during those seasons.

NOTE: To report your harvest online go to www.mass.gov/massfishhunt, login and click "Report a Harvest".

**Antlered Deer Tag** **2023**

**Customer ID: 1142675** **Confirmation #:** 718309

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

**REPORTED**

Upon killing ANTLERED DEER ONLY fill out below; cut out tag, and immediately affix to deer.

**Town Of Kill:** Paxton

Date: 10/30/2023

Tag Void if Detached Prior to Harvest

**Antlered Deer Tag** **2023**

**Customer ID: 1142675** **Confirmation #:** NOT ISSUED

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

**INVALID SUBMISSION**

Upon killing ANTLERED DEER ONLY fill out below; cut out tag, and immediately affix to deer.

**Town Of Kill:** Holden

Date: 11/3/2023

Tag Void if Detached Prior to Harvest

When the second buck tag is legitimately filled and the license is printed during the open season, the document should look like that below.

**Commonwealth of Massachusetts**
**Department of Fish & Game**
**Division of Fisheries & Wildlife**

**Customer ID: 1142675**

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

**Customer Information**

Resident | US Citizen
**DOB:** xx/xx/xxx | **Gender:** Female
**Height:** 5' 3" | **Hair:** Blonde
**Weight:** 125.0 lbs | **Eyes:** Blue

Director: Mark S. Tisa

| Year | Item Purchased | Date/Time Issued | Expires |
|---|---|---|---|
| 2023 | Wildlands stamp | 01/27/2023 10:04:22 AM | 12/31/2023 |
| 2023 | Sporting | 01/27/2023 10:04:22 AM | 12/31/2023 |
| 2023 | Turkey permit | 04/21/2023 03:41:34 PM | 11/25/2023 |
| 2023 | Archery stamp | 09/12/2023 10:36:48 AM | 11/25/2023 |
| 2023 | Primitive firearm stamp | 09/12/2023 10:36:48 AM | 12/30/2023 |
| 2023 | Pheasant permit | 09/12/2023 10:36:49 AM | 12/30/2023 |

Signature: Electronic Signature Affirmed

IMPORTANT: This is your official license. Your ability to reprint or copy this license does NOT authorize you to use more than the legal number of tags issued to you, nor are you allowed to possess multiple copies of this license: MGL c 131, § 16

** BE ADVISED: While hunting Antlered Deer, hunters must carry a printed PAPER COPY of this license with attached tag(s) and must comply with all tagging requirements as defined in 321 CMR 2.11 (5) and 321 3.02 (4).

ARCHERY AND PRIMITIVE FIREARMS STAMPS are required to hunt deer during those seasons.

NOTE: To report your harvest online go to www.mass.gov/massfishhunt, login and click "Report a Harvest".

**Antlered Deer Tag** 2023

**Customer ID: 1142675** **Confirmation #:** 718309

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

**REPORTED**

Upon killing ANTLERED DEER ONLY fill out below; cut out tag, and immediately affix to deer.

**Town Of Kill:** Paxton

Date: 10/30/2023

Tag Void if Detached Prior to Harvest

**Antlered Deer Tag** 2023

**Customer ID: 1142675** **Confirmation #:** 736973

SUSAN E MCCARTHY
1 Example, Rd.
Anytown, MA 02222

**REPORTED**

Upon killing ANTLERED DEER ONLY fill out below; cut out tag, and immediately affix to deer.

**Town Of Kill:** Holden

Date: 11/24/2023

Tag Void if Detached Prior to Harvest

Print documents should remain active (printable) for the duration of the product's validity, once products are expired, they can no longer be printed. Licenses, permits, and associated tags can only be printed during the timeframe for which they are valid and should reflect their status (valid (i.e., fields left blank), "Reported", or "Invalid Submission"). For example, a Blue Hills Antlerless Deer Permit is valid from 11/1/2023 through 11/20/2023. Harvest reports may be submitted through 11/22/2023. If a harvest report was submitted on 11/21/2023, the Blue Hills ADP can still be printed through 11/22/2023 showing the "Reported" status. On 11/23/2023, if a vendor or customer attempts to print the Blue Hills ADP (regardless of whether a harvest report was submitted), the permit will not print because it is expired. Similarly, both buck tags associated with a Hunting or Sporting License should continue to print (with status reflected) throughout the season (December 31). Once the expiration date is met, the product (hunting license with associated buck tags) should no longer print.

## 15 APPENDIX 8—ANTLERLESS DEER PERMITS

- *Application Phase*—Hunters may or may not be required to initially apply for WMZ-specific Antlerless Deer Permits by a particular deadline. The software solution must have the ability to collect applicant information and tie it to WMZ and species information. Currently there is no application fee, but all applicants must have an active Massachusetts hunting/sporting license in their inventories. The Application Phase for the next season begins on December 1 to coincide with the beginning of license sales. Hunters can apply through July 16th, the end of the application period. Application is for only a single zone and multiple choices are not allowed. Selection using an interactive map is required. Application process must be intuitive - since there is no fee associated, customers should be able to apply without completing a "check out"/payment process. Applicants should receive a confirmation email once their application has been submitted. Applicants and authorized users must be able to edit submitted applications at any point during application phase in order to change the zone selected.
- *Replacement Permit Phase*—The software solution must be designed to allow authorized personnel to develop a permit issuance system in which additional permits are only available for purchase following the submission of a harvest report for the designated species. Customers who possess an Antlerless Deer Permit (or any other hunting related permit) would only be eligible to purchase an additional permit upon validating (reporting the harvest) the permit in their possession. Replacement permits must become available for customers to purchase immediately following the submission of the harvest report linked to the permit they possessed. No further permits may be purchased until a valid harvest has been reported. Replacement permits will remain available until the designated amount is sold out. Further the solution must allow for specific configuration related species, zones, seasons, etc.
- *Point System Phase*—The software solution must be developed to allow for the implementation of a point system phase for issuing hunting related permits. The point system would allow a customer to accumulate a designated number of points each time they applied for and did not receive a permit. The system would be designed allow for multiple scenarios related to the accumulation of points. It would either allow customers to accumulate points to increase the odds of obtaining a permit in subsequent years or to accumulate points until they are eventually guaranteed a permit in the future. Each point should act as entry within the customers WMZ of choice. Points accumulation must allow for increasing the number of points by 1 each year (i.e., 1,2,3,4) as well as the option for a doubling of points from year to year (i.e., 1, 2, 4, 8). There should also be a mechanism for staff to add points manually to accounts for specific reasons (i.e., volunteering, donating game, as a customer service solution).
- *Award Phase*—Each year, DFW issues WMZ-specific, limited-quota Antlerless Deer Permits through an Award process in which the number of winners is set by the antlerless allocation for each WMZ. The drawing runs in July to select the winners by WMZ. The drawing must occur within the license system and be random. The list of applicants, winners, and losers must be sent to MassWildlife for verification purposes. Customers awarded ADPs are all notified at once (usually August 1) and will be able to purchase ADPs immediately. Customers will be able to check if they were awarded an ADP at any point through the end of the last deer season. Those who were awarded an ADP can purchase the ADP at any point through the end of the last deer season.

  Note: Although DFW currently requires an application as a prerequisite for Award participation, the Award process **must** be able to function with or without an Application Phase. Permits with Win outcomes **must** remain available for customer purchase throughout the entire Award period. Currently, permits with Win outcomes remains in customers' shopping carts until purchased or until the Award period ends, whichever comes first.

- *Surplus Sales Phase*—Some WMZs have more Antlerless Deer Permits available than applicants. Each year, these *Surplus* Antlerless Deer Permits are issued on a first come, first served basis to any hunter possessing a valid Massachusetts hunting or sporting license. The Division of Fisheries and Wildlife must have the ability to set the quantity of Surplus permits available for each WMZ, the overall number of permits that may be purchased per customer (both daily and seasonally), and the number of permits that may be purchased per customer for individual WMZs (both daily and seasonally). The software solution must provide functionality to track Surplus permit purchases by WMZ, as well as the number of remaining permits available. Once all Surplus permits have been issued for a particular WMZ, the solution must stop sales immediately. There must also be corresponding products available for sale only by administrators to deal with issues that may arise.

IMPORTANT! During the Surplus Sales Phase, the Contractor should anticipate substantially larger volumes of customers simultaneously accessing the software solution within a relatively short time period. During DFW's annual issuance of Surplus Antlerless Deer Permits, which are issued on a first come, first served basis, observed transaction rates approached five (5) transactions per second during the opening minutes. The solution must have sufficient scalability, bandwidth, redundancy, etc. to handle this peak transaction volume with no interruption of service to customers. In addition, the Contractor must work with DFW on preparing and executing a backup Surplus Sales plan(s), should the Contractor's infrastructure prove incapable of handling Surplus Sales transaction volumes.

- *Second Chance Phase*—In the event that Antlerless Deer Permits are under-issued for any WMZ during the Award phase, DFW must have the ability to issue the remaining permits to predefined customer groups—specifically Award Winners and Non-winners.

  For example: A total of 400 customers apply for WMZ 02, where the quota is 100 permits. The odds of winning a WMZ 02 permit is therefore 25% (assuming all applicants participate in the Instant Award Phase). However, in this scenario, only 300 applicants participate and only 75 permits are issued. To issue the final 25 permits, DFW must have the ability to give non-Winners a chance to purchase the remaining 25 permits.

  The current Second Chance Phase categories are defined as follows (but are subject to change):

  - Non-winners in a specific WMZ
  - Non-winners in any WMZ
  - Winners and Non-winners of a specific WMZ
  - Winners and Non-winners of any WMZ

- *Special Hunt Antlerless Deer Permits* – In addition to WMZ-specific antlerless deer permits, there are hunt-specific ADPs which customers must obtain in order to participate in a number of special controlled deer hunts (Paraplegic deer hunt, Blue Hills, Quabbin, Prescott Peninsula).  These permits may or may not require an application phase and may or may not be limited to a quota, requiring random draws. These permits may or may not require a special authorization or eligibility product as a prerequisite for purchase (in addition to the prerequisite of a hunting or sporting license). The solution must be able to set minimum and maximum sales requirements for these products (e.g., a maximum of one Prescott permit per customer or a minimum of 2 Blue Hills ADPs per customer).

# 16 APPENDIX 9—MARKETING METRICS

## 16.1 Email by volume

- Last calendar year, MassWildlife sent a total of 2.95 million emails
- MassWildlife sends an average of 5.2 emails per month (maximum 10/month; minimum 2/month)
- MassWildlife's most regular email is a monthly newsletter. License holders can subscribe through a check box on MassFishHunt. As of November 2023, there are approximately 180,000E-newsletter subscribers.

## 16.2 Contact list size

- MassWildlife maintains a contact list of approximately 420,000 contacts, of which an estimated 175,000 are emailed once a month. Other contacts that are maintained in lists are emailed less frequently. Lists are cleared out periodically to remove old contacts. As of July 2023, there have been approximately 1 million unique one-time-use contacts that have been emailed.
- Of the 50 contact lists maintained, approximately 25 are permanent lists and 25 are ad hoc.

## 16.3 Email Metrics

At minimum, MassWildlife requires access to the following metrics when sending email communications:

- Sends: number of sends
- Successful deliveries: percentage of delivered emails
- Opens: open rate
- Clicks: click rate, includes breakdown of proportion of clicks each link receives
- Bounces: percentage of emails not delivered, including reason for bounce (undeliverable, mailbox full, blocked)
- Unsubscribes
- Spam reports
- Mobile vs. desktop: applied to open- and click-rates

## 16.4 List Metrics

- Number of contacts
- Date created
- Fields of data (first name, last name, customer ID, email address, zip code)

## 16.5 List Management

MassWildlife requires the ability to send communications to current and lapsed license holders as well as non-license holders at various times throughout the year. Additional requirements include abilities to:

- Build and maintain at least 50 distinct contact lists
- Import/upload a batch of contacts to add to a list (.csv or .xlsx)
- Export/download entire contact list (.csv or .xlsx)
- Upload segmented list of current and lapsed ***license holders*** (as large as 250,000). Example of license holder emails sent in 2022:
  - January: New Year License Reminder; 238,000
  - April: Spring Turkey Information; 35,000
  - April: Youth Turkey Information; 149
  - July: Antlerless Deer Permit Application Reminder; 80,000
  - July: Summer Fishing Renewal Reminder; 133,000
  - Sept: Bear Hunting Reminder; 19,000
  - Sept. Surplus ADP Reminder; 68,000
  - Oct. Hunting Announcement; 80,000
  - Nov. Hunting Announcements; 82,000
- Maintain large lists, including both current and non-license holders. MassWildlife's e-newsletter list is sent monthly to over 172,000 addresses.

### 16.6 SMS Messaging Volume

MassWildlife intends to start using SMS messaging to engage with its customers. The primary uses for this initially will be license renewal reminders, regulation notices, season reminders, and stocking updates.

- SMS must include ability for trackable URLs and an option for customers to opt-out
- Based on the volume of email renewal notices sent last year, MassWildlife estimates a volume of about 2 million SMS messages, annually. The current licensing system does not differentiate between mobile and home phones, so this is an estimate and may grow over time as customers opt into this method of communication.
    - 250,000 messages for renewal reminder at the beginning of the license year
    - 150,000 messages for mid-year fishing license renewal reminder
    - 450,000 messages for three spring trout stocking updates
    - 40,000 messages for spring turkey reminder
    - 300,000 messages for four ADP reminders (two application, two return to buy)
    - 150,000 messages for two surplus ADP reminders
    - 300,000 messages for two fall trout stocking announcements
    - 225,000 messages for three fall hunting announcements
    - 150,000 messages for two pheasant stocking updates

## 17 APPENDIX 10—COST WORKSHEETS

**COST WORKSHEET 1 (REQUIRED)**

| Background Information | |
|---|---|
| **Service term(s)**<br><br>**Current Conditions** (DFW & DMF combined) | 3 Years |
| Approx. # Billable Products Sold per Year (POS & Online) | 410,000 |
| Number of Internet Transactions | 326,406 |
| % Internet Sales Volume (Desktop + Mobile) | 69.4% |
| % POS Agent Sales Volume | 27.4% |
| % DFG Office Sales Volume | 3.0% |
| Approx. Annual Sales Volume before convenience fee | $ 8,826,000 |

| PROPOSED FEES | |
|---|---|
| Vendor Proposed Administrative Handling Charge | $ / license* |
| Vendor Proposed Convenience Fee (% of sales) | _______% |

*See **Appendix 5** for a full list of Licenses and Special Permits for which this Charge applies.

## COST WORKSHEET 2 (REQUIRED)

| Background Information | |
|---|---|
| **Service term(s)** | 3 Years |
| **Current Conditions** (DFW & DMF combined) | |
| Approx. # Billable Products Sold per Year (POS & Online) | 410,000 |
| Number of Internet Transactions | 326,406 |
| % Internet Sales Volume (Desktop + Mobile) | 69.4% |
| % POS Agent Sales Volume | 27.4% |
| % DFG Office Sales Volume | 3.0% |
| Approx. Annual Sales Volume before convenience fee | $ 8,826,000 |

| PROPOSED FEES & EVENT MANAGEMENT COST | |
|---|---|
| Vendor Proposed Administrative Handling Charge | $ / license* |
| Vendor Proposed Convenience Fee (% of sales) | ______% |
| Vendor Proposed Event Management Development Cost | $ |
| Vendor Proposed Annual Event Management Subscription | $ /year |

*See **Appendix 5** for a full list of Licenses and Special Permits for which this Charge applies.

## COST WORKSHEET 3 (REQUIRED)

| Cost Breakout (Development and Initial Term) | | |
|---|---|---|
| **Cost Item** | **Initial** | **Annual** |
| Software (Subscriptions/Licensing) | | |
| Hosting – Test/Dev Environment | | |
| Hosting – Production Environment | | |
| Configuration/Development | | |
| Data Conversion – Configuration and Testing | | |
| Implementation and Testing | | |
| Go-Live | | |
| Support and Maintenance | | |
| Enhancements and New Functionality | | |
| Help Desk | | |
| **Comments** | | |

**COST WORKSHEET 4 (REQUIRED)**

| Staffing Costs | | | | | | |
|---|---|---|---|---|---|---|
| **Key Staff** | **Title/Role** | **Rate** | **Year 1 Hours** | **Year 2 Hours** | **Year 3 Hours** | **Year 4 Hours** |
| | | | | | | |
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**Comments**

## 18 APPENDIX 11—SERVICE LEVEL AGREEMENT (SLA)

The Contractor selected by DFG pursuant to the RFR shall be subject to the terms of this Service Level Agreement (SLA).

### 18.1 Service Categories

This SLA covers the following service categories:

- System Operations Management
- Help Desk Support
- Financial Services
- Contract Reporting

For each service within scope, this SLA describes specific services, performance targets, and committed service levels that are to be used to monitor the overall effectiveness of the services provided by the Contractor. The Contractor must submit SLA reports to DFG on a monthly basis, in a format that will be determined during project initiation.

Upon immediate notification to the Department, the Contractor shall not be assessed liquidated damages for failure or delay in performance due to Acts of God or other causes factually beyond its control and without its fault or negligence.

### 18.2 Service Levels

#### 18.2.1 System Operations Management

The Contractor is responsible for 24/7 availability of the application and timely processing of transactions. The Contractor must provide output from its system monitoring software to measure each Service Level Requirement.

The following terms are used to define components of the SLA.

- **System Availability**—The ready state of the facility and environmental systems, servers, storage devices, interfaces, and internal network to accept user logons and provide complete online and batch access to run application programs and access databases.
- **Available Production Minutes**—Number of minutes available in the reporting period less the number of minutes that are required for approved system maintenance windows, i.e. [(60 x 24 x days-in-month)-approved downtime].
- **Transaction Response Time**—Elapsed seconds between receipt of a request at the central server and the system's initiation of the appropriate response back to the user PC. In other words, this measurement excludes the telecommunications transmission to and from the central server.
- **Implementation of Changes**—This involves impact and risk analysis of requested changes, notification of the affected user community, and implementation of technical changes. The Prime Contractor will gain approval to implement all changes within negotiated maintenance windows. Successful rollback of a change within the maintenance window constitutes a successful change.
- **Disaster Recovery**—Disaster Recovery (DR) involves providing a disaster recovery site with the appropriate production hardware and software, developing and maintaining the DR plan, developing and maintaining the DR recovery scripts, scheduling and testing the DR plan, and recovery of production environment in the event of an actual disaster.
- **Compromised Security**—Any event that results in unauthorized access to the databases that contain the private information of Issuing Agents and Licensees

| Measurable Event | Service Level Requirement | Calculation |
|---|---|---|
| System Availability | The system should be available 99.9% of Available Production Minutes | Actual minutes system is available / Available Production Minutes |
| Transaction Processing Response Time | 99% of transactions occur within 5 seconds (server-side processing) | Number meeting SLA / Total number of transactions |
| Implementation of Changes | 100% of all system changes are completed successfully | Number of successful changes / Number of changes implemented |
| Disaster Recovery | 100% of DR tests and any needed recoveries result in System Availability within 8 Hours | Number of successful recoveries / Number of disaster recovery tests and actual disasters |
| Compromised Security | The system will not allow the system security to be compromised | Met if the system security is not compromised |

### 18.2.2 Help Desk Support

This SLA component addresses the provision and integration of help desk services for customers purchasing online, POS Agents, and agency personnel. Services include telephone and email support for problem reporting and resolution as well as the tools, procedures, and resources necessary to log, manage, and resolve problems. Help desk support will be provided at a minimum Monday–Friday, 8:00 a.m.–5:00 p.m.; Saturday, 8:00 a.m.–4:00 p.m.; and Sunday 8:00 a.m.–1:00 p.m. Holidays and more active times will be discussed and included in this SLA during contract negotiations. The Contractor shall use help desk software to track and manage help desk calls and to generate monthly reports showing metrics for the service.

The following terms are used to define components of the SLA.

- **Incident**—A single support issue, typically denoted by a request for service or identification of a problem.
- **Abandoned Call**—A call that is disconnected by the caller after being queued for an agent and prior to a call center representative answering.
- **First Contact**—Initial contact with a call center representative for a service request or problem
- **Time to Resolve**—The elapsed time between the first contact between the end-user with the Contractor and resolution of the problem and restoration of functionality.
- **Level 1 Closed Call**—A call to the Help Desk is considered closed if the caller agrees that the issue is resolved, or the vendor escalates the call.
- **Level 2 Closed Call**—Calls that will require activity such as referring the call to the Divisions; resolution is expected in days instead of minutes.

The accompanying table describes all service levels, measurable events, and target levels for help desk services. The following service levels are applicable to Level 1 (participant only) and Level 2 and higher support.

| Measurable Event | Service Level Requirement | Calculation |
|---|---|---|
| Call abandonment | 95% of calls queued for an agent result in First Contact | Number of calls resulting in First Contact / Number of calls received |
| First Contact | 90% of calls queued for an agent will be answered < 2 minutes by a person | Number of calls answered within allotted time / Total number of calls |
| Time to Resolve (Level 1) | 95% of contacts closed < 30 minutes from initial call to help desk | Number of closed calls within 30 minutes / Total number of calls |
| Time to Resolve (Level 2) | 100% of contacts are monitored to completion | Met if all calls are monitored |

### 18.2.3 Financial Services

The Prime Contractor will serve as fiduciary agent for DFG in calculating and executing EFT transactions. The SLA applies to the accuracy of the following components

- Calculated cash flow, i.e., the correctness of system-determined charges
- Executed EFT transactions from POS Agents to Contractor
- Executed EFT transactions from POS Agents to DFG
- Execute EFT transactions from Contractor to DFG

The following terms are used to define components of the SLA

- **Correct EFT Transaction**—Transmission of the correct funds transfer information to the EFT/ACH interface but does not include the success or failure of the transfer.

| Measurable Event | Service Level Requirement | Calculation |
|---|---|---|
| Batch sweep, per final specifications | 100% of agent remittances are calculated correctly prior to initiating the EFT | Number of agents with correct remittances / Total number of agents selling during the period |
| EFT transactions submitted from Agents to Contractor | 100% of EFT transactions result in the correct transfer of funds | Number of correct EFT transactions / Number of EFT transactions |
| EFT transactions submitted from Agents to DFG | 100% of EFT transactions result in the correct transfer of funds | Number of correct EFT transactions / Number of EFT transactions |
| EFT transactions submitted from Contractor to DFG | 100% of EFT transactions result in the correct transfer of funds | Number of correct EFT transactions / Number of EFT transactions |

### 18.2.4 Contract Reporting

Detailed measurement and performance reports will be prepared by the Contractor and submitted to DFG.

The following terms are used to define components of the SLA

- **EFT Status Report**—Provides detailed information on EFT activity and is due on a schedule to be determined by DFG at the time of contracting.
- **Monthly Status Report**—Allows DFG to monitor and track performance, due within 10 business days of month end. Either Party, as needed to ensure service level fulfillment, may call Service Reviews.
- **Annual Service Level Report**—Made available to all involved Parties and support groups participating in the annual SLA performance review.

| Measurable Event | Service Level Requirement | Calculation |
|---|---|---|
| EFT Status Report | 100% of EFT Status Reports must be available by the specified time | Number of EFT Status reports delivered within the specified time / Number of required EFT status reports |
| Monthly Status Report | 100% of Monthly Status Reports will be delivered within 10 business days of month end | Met if Monthly Status Report is delivered within the required timeframe |

### 18.2.5 Liquidated Damages Including Downtime Damages

Financial penalties may be applied on a monthly basis in cases where the Contractor fails to meet the conditions of the contract.

*Downtime* represents system unavailability from the point where the Contractor's computing environment touches the Internet. Agency personnel and POS agents will be responsible for establishing, maintaining, and funding their own Internet connections.

For purposes of determining damages, the metrics apply to system outages defined as

- **Complete System Outage**—The central computing environment is unavailable, and no licenses can be issued via both POS and Internet
- **Partial System Outage**—The central computing environment is available, but only the POS (or a portion of POS agents) or Internet interface can issue licenses.

The following definition are used for determining whether the outage occurred during Peak, Non-peak, or Special Event times:

- **Peak Time**—Times of the year where exceptionally high usage is expected. Peak business dates above and beyond the stablished list below will be communicated annually in writing at least 3 months prior to the effective date. Peak times include:

  1. First five days of the calendar year (January 1–5)
  2. First three days that the following year's licenses are made available (late November or early December)
  3. Three-day weekends, including Patriots' Day in mid-April
  4. Memorial Day Weekend

- **Non-peak Time**—Any time not included in Peak Time. Damages will begin to be assessed after four (4) hours during Non-peak Time and after one (1) hour during Peak Time following the initial report of an unscheduled system outage and will continue to be assessed for every subsequent 24-hour period until service is restored. The table below shows the daily rate to be applied for each 24-hour period in a month when service is unavailable during Peak and Non-peak Times.

| Month | Weight | Days / Month | Revenue | | % Volume | | Weighted Damages Per Day* | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Monthly | Daily | % Internet | % POS | Complete Outage (Internet & POS) | Internet-only Outage | POS-only Outage | Partial POS (per Agent) |
| Jan | 2 | 31 | $1,041,631 | $33,601 | 65% | 35% | $67,202 | $43,681 | $23,521 | $212 |
| Feb | 2 | 28 | $532,704 | $19,025 | 65% | 35% | $38,050 | $24,733 | $13,318 | $120 |
| Mar | 2 | 31 | $834,665 | $26,925 | 65% | 35% | $53,849 | $35,002 | $18,847 | $170 |
| Apr | 2 | 30 | $1,530,356 | $51,012 | 65% | 35% | $102,024 | $66,315 | $35,708 | $322 |
| May | 2 | 31 | $1,566,404 | $50,529 | 65% | 35% | $101,058 | $65,688 | $35,370 | $319 |
| Jun | 2 | 30 | $1,306,889 | $43,563 | 65% | 35% | $87,126 | $56,632 | $30,494 | $275 |
| Jul | 1.5 | 31 | $1,026,552 | $33,115 | 65% | 35% | $49,672 | $32,287 | $17,385 | $157 |
| Aug | 1.5 | 31 | $543,942 | $17,547 | 65% | 35% | $26,320 | $17,108 | $9,212 | $83 |
| Sep | 1.5 | 30 | $393,763 | $13,125 | 65% | 35% | $19,688 | $12,797 | $6,891 | $62 |
| Oct | 1.5 | 31 | $285,798 | $9,219 | 65% | 35% | $13,829 | $8,989 | $4,840 | $44 |
| Nov | 1.5 | 30 | $188,744 | $6,291 | 65% | 35% | $9,437 | $6,134 | $3,303 | $30 |
| Dec | 1.5 | 31 | $533,480 | $17,209 | 65% | 35% | $25,814 | $16,779 | $9,035 | $81 |

*Weighted damages were derived from calendar 2019 DFG licensing revenues, and Internet and POS transaction volumes. Point of Sale agent total includes 111 retail stores, town clerks, and DFG offices. The Department of Fish and Game anticipates that the above information will be reexamined during the annual SLA Review.

- **Special Events—**Distinctive, short-term sales periods for particular DFG products. The Department of Fish and Game will notify the Contractor in writing of the dates of Special Events on an annual basis.

One example of a Special Event is DFW's limited-quantity Surplus Antlerless Deer Permits, which are issued on a first-come, first-served basis (see **Section 3.2.3.7.1—Manage Permit Issuance** for more information). Since relatively high volumes of system traffic are condensed into very short time periods, it is imperative that the system experiences **no** downtime during Special Events.

Damages for unscheduled system outages during Special Events will be assessed **immediately** and will be based on anticipated revenues and a weighting factor of 2. See table below for Weighted Damages associated with the first three days of DFW's Surplus Antlerless Deer Permit sales.

| Special Event | Day | Weight | Anticipated Revenue | Weighted Damages |
|---|---|---|---|---|
| Surplus Antlerless Deer Permit Sales | 1 | 2 | $18,595 | $37,302 |
| | 2 | 2 | $20,165 | $40,330 |
| | 3 | 2 | $10,090 | $20,180 |

In addition to the above liquidated damages, DFG reserves the right to seek compensation from the Contractor for other reasonable costs that DFG may incur in response to an unscheduled system outage involving a Special Event.

### 18.2.6 SLA Penalties

The accompanying table presents financial damages for failure to meet designated SLA components.

| Measurable Event | Financial Damages | Calculated Once for Each |
|---|---|---|
| **System Operations Management** | | |
| System Availability | Calculated based on the downtime damages | 24-hour period of unavailability |
| Transaction Response Time | $5,000 | Reporting period |
| Implementation of Changes | None | Reporting period |
| Disaster Recovery | None | Reporting period |
| Compromised Security | $200,000 | Reporting period |
| **Help Desk Support** | | |
| First Contact | $500 | Reporting period |
| Time to Resolve (Level 1) | 500 | Reporting period |
| Time to Resolve (Level 2) | None | Reporting period |
| **Financial Services** | | |
| Batch sweep, per final specifications | $300 | Reporting period |
| EFT transactions submitted from Agents to Contractor | $300 | Reporting period |
| EFT transactions submitted from Agents to DFG | $300 | Reporting period |
| EFT transactions submitted from Contractor to DFG | $300 | Reporting period |
| **Contract Reporting** | | |
| EFT Status Report | $200 | Reporting period |
| Monthly Status Report | None | Reporting period |
| Annual Service Level Report | None | Reporting period |

### 18.2.7 Incident Documentation & Penalty Assessment Process

Upon satisfactory resolution of an incident, a full post-mortem and root cause analysis is to be submitted by the contractor to the state within 3 business days. The incident report must explain in full detail the scope of the event, lessons learned, and a corrective action plan to prevent recurrence. Upon receipt of the incident report, DFG may assess liquidated damages. DFG has the sole discretion to determine whether Liquidated Damages should be assessed. Should DFG not impose Liquidated Damages in any instance when they could be imposed will not operate as a waiver by DFG of their right to do so in the future.

### 18.2.8 Payment of Liquidated Damages

Liquidated damages shall be paid by the Contractor immediately upon billing by DFG. Each Division will receive a prorated amount of the Liquidated Damages, based on its license sales for the same month the previous year. No liquidated damages imposed on the Contractor shall be terminated or suspended until the Contractor has issued a written notice of correction to DFG's Project Coordinator verifying the correction of condition(s) for which liquidated damages were imposed.

#### 18.2.9 SLA Review

**O**n an annual basis, DFG and the Contractor will review service levels and liquidated damages. Where necessary, and upon mutual agreement, specific components and associated damages may be adjusted.

## 19 APPENDIX 12—REQUIRED SPECIFICIATIONS FOR INFORMATION TECHNOLOGY

### 19.1 Information Technology

*Required for Information Technology contracts.* All Information Technology (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 Chief Information Office (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 *Commonwealth Enterprise Information Security Policies and Standards*, 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 www.mass.gov/handbook/enterprise-information-security-policies-and-standards. 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.desk@mass.gov or 1 (866) 888-2808.

Given the pace of information technology innovation, purchasing agencies and their contractors are encouraged to contact the Executive Office of Technology Services and Security's CommonHelp group at commhelp.desk@mass.gov 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 reengineer the non-conforming system for the purpose of bringing it into compliance with Commonwealth Enterprise Information Technology Policies, Standards, and Procedures.

### 19.2 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:*

| OBJECT CODE | TITLE |
|---|---|
| U01 | Telecommunication Services Data |
| U02 | Telecommunication 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.

## 20 APPENDIX 13—GLOSSARY

In addition to the definitions found in 801 CMR 21.00, www.mass.gov/regulations/801-CMR-21-procurement-of-commodities-or-services-including-human-and-social-services, which apply to all procurements for goods and services, the definitions found below apply to this Solicitation. Those definitions below designated with an asterisk (*) are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

**Agency**—See DFG

**Bid**—While a bid may generally refer to an offer or response submitted in response to a Solicitation or Request for Response (RFR), in COMMBUYS, a bid refers to the solicitation, RFR, or procurement.

**Bidder***—An individual or organization proposing to enter into a Contract to provide a Commodity or Service, or both, to or for a DFG or the State

**Commonwealth Contract Manager**—See Strategic Sourcing Services Lead

**Contract***—A legally enforceable agreement between a Contractor and DFG. ANF, OSD and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form, and other forms or documentation that DFG shall use to document the Procurement of Commodities or Services, or both. COMMBUYS refers to Contract records as *Purchase Orders* or *Blanket Purchase Orders*.

**Contractor***—An individual or organization which enters into a Contract with DFG or the State to provide Commodities or Services, or both.

**Contractor Contract Manager**—The individual designated by the Contractor to interface with the Commonwealth.

**DFG**—For the purposes of this Solicitation, the terms *DFG*, *Eligible Entity*, *Agency*, *Commonwealth Agency*, and *Contracting DFG* include all entities listed in the Eligible Entities section of this RFR. COMMBUYS refers to such entities as *Organizations*.

**Eligible Entity**—See DFG

**Environmentally Preferable Product (EPP)**—A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxic materials either disposed of or consumed.

**Evaluation**—The process, conducted by the Strategic Sourcing Team, of reviewing, scoring and ranking the submitted Quotes related to this Bid.

**FY**—See Fiscal Year

**Fiscal Year**—The year beginning with July first and ending with the following June thirtieth as defined in MGL c. 4, § 7, malegislature.gov/Laws/GeneralLaws/PartI/TitleI/Chapter4/Section7. This may also be referred to as the *State Fiscal Year*.

**Harvest reports**—Mandatory reports hunters must submit when harvesting specific animals (e.g., deer, bear, turkey) used for management purposes and are tied to the customers' profiles.

**Organization**—See DFG

**Procurement Team Leader (PTL)**—See Strategic Sourcing Services Lead

**PTL**—See Procurement Team Leader

**Purchasing Entity**—See *Eligible Entity*

**Quote** or **Response**—generally refers to the offer submitted in response to a Bid or Request for Response (RFR)

**Request for Response (RFR)***—The mechanism used to communicate Procurement specifications and to request Quotes from potential Bidders. An RFR may also be referred to as a *Bid* or *Solicitation*

**Response**—The Bidder 's complete submission (or *Quote* as referenced in COMMBUYS) in response to a Solicitation, in other words, a *Bid* or *Proposal*

**Solicitation**—See Request for Response (RFR)

**SST**—The Department of Fish and Game's Strategic Sourcing Team, which develops the Request for Responses (RFR), including the specifications, and implements the procurement for the services sought in this RFR, including evaluating responses to Bids and award the resulting Contract.

**Surveys**—Questionnaires customers must submit for species management purposes and sometimes in order to be eligible to purchase a specific license or permit (e.g., HIP survey, survey intended for customers before purchasing a non-commercial lobster permit)