

Commonwealth of Virginia



Request for Sealed Proposals

Title: Maintenance of Virginia Lottery Security System

Due Date: **August 25, 2026**

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Request for Proposals (RFP) #:.....PR13352JM

RFP Issue Date:..... July 23, 2026

Contract Term:..... February 26, 2026 – February 25, 2028
With three (3) optional (1) one-year renewal periods

Proposal Due Date and Time:.....**August 25, 2026; 3:00 PM ET**

The Virginia Lottery does not discriminate against faith-based organizations or against an Offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment. The Virginia Lottery encourages firms to provide for the participation of small businesses and businesses owned by minorities and women through partnerships, joint ventures and subcontracting opportunities.

Complete Legal Name of Offeror's Firm: _____

OPTIONAL PREPROPOSAL CONFERENCE: There will be an optional preproposal Conference on **August 4, 2026**. See Special Terms and Conditions, *Preproposal Conference*, for more information, page 58.

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I. PURPOSE:

The Virginia Lottery ("Lottery"), an independent agency of the Commonwealth of Virginia, is seeking proposals from qualified firms through a competitive negotiation process to establish one or more contracts for the maintenance, monitoring, repair, support, and upgrade of the Lottery's security systems located throughout Virginia. Services include replacement of end-of-life access control equipment; preventive maintenance and repair of access control, intrusion detection, and alarm systems; and 24/7 monitoring, maintenance, support, recording, retention, storage, and management of the Lottery's video surveillance environment, including cameras and associated video management technologies. The Lottery reserves the right to make one or more awards under this solicitation.

II. BACKGROUND:

The Lottery currently has installed a security system comprised of access control systems, intrusion and fire alarm systems, and closed-circuit television systems located at four (4) locations in the metropolitan Richmond area, and at six (6) Customer Service Centers ("CSC"), located throughout Virginia. The security system, consisting of access control units from Honeywell ProWatch, automatically monitors and logs movement of persons through the system by time and date using ProWatch software. Access cards are HID cards issued by the Department of General Services ("DGS"). DGS is not linked to the Lottery's server that controls the authorized entry to a specific door at a specific time. DGS issues the cards and keeps their own card records. The Lottery controls the access permissions set up for each card, giving access to Lottery space. In addition, the Lottery has an integrated system of television cameras, network video recorders ("NVR"), monitors, hardware, panic/duress buttons with associated strobe lights and remote monitoring as well as fire alarm panels and related devices.

Lottery Locations:

Lottery Headquarters ("HQ")
Site Name: HQ
600 E. Main Street
Richmond, VA 23219
804/692-7000

Prize Zone West ("PZW")
Site Name: PZW
1620 E. Parham Road
Richmond, VA 23228
804/692-7950

CBS 6, WTVR-TV
Site Name: Draw Show
3301 West Broad Street
Richmond, VA 23230
804/868-5000

Northern Virginia
Site Name: Woodbridge CSC
14550 Potomac Mills Rd.
Woodbridge, VA 22192
703/494-1501

Shenandoah Valley
Site Name: Harrisonburg CSC
1790-26 E. Market Street
Harrisonburg, VA 22801
540/433-7979
Central Virginia
Site Name: Farmville CSC

Hampton Roads
Site Name: Hampton CSC
2306-2308 W. Mercury Boulevard
Hampton, VA 23666
757/825-7800
Roanoke Valley
Site Name: Roanoke CSC

Longwood Village Shopping Center
1524 S. Main Street
Farmville, VA 23901
434/392-7294

1287 Towne Square Boulevard
Roanoke, VA 24012
540/561-7011

Southwest Virginia
Site Name: Abington CSC
408 E. Main Street
Abingdon, VA 24210
276/676-5540

Carolina Avenue Data Center
Site Name: PDC
4683 Carolina Avenue
Richmond, VA 23222
804/228-7788

The above locations may change during the Contract term. Offeror(s) shall be responsible for furnishing, installing, and maintaining equipment installed at any new location. The Lottery and Offeror(s) shall negotiate new equipment pricing. Also, any additional security equipment purchased by the Lottery will be included for service at the time of installation or at the end of any applicable warranty period.

III. STATEMENT OF NEEDS:

Offeror(s) shall demonstrate the ability to meet or exceed the minimum specifications set forth in this Statement of Needs for the Lottery's Axis and Access Security System.

A. Current System Description

1. **Access Control**
The Lottery currently utilizes a Honeywell ProWatch physical access control system. The Honeywell's ProWatch physical access control software version 6.5.1, is running on 2022 Microsoft Window servers. Servers are maintained by the Lottery's network center and service is provided for servers running up to Windows 2025. The Lottery currently utilizes the licensing and maintenance of the ProWatch software used to define, control, and monitor physical access to all Lottery locations for five (5) concurrent clients and up to one hundred and twenty-eight (128) readers maximum. The current system requires the presentation of an encoded card to a card reader, allowing valid card holders, who are authorized for entry to a specific door at a specific time, access.
2. **Alarm System**
The current system provides silent alerts and automatic notification of unauthorized access into doors, buildings, and facilities. These are monitored via phone lines and do not have interactive services via an app. The models or manufacturers of the alarm system are as follows: DSC PC 4020, Vista 20P, Vista 128FBPT, Vista 32FBP.
3. **AXIS Camera System**
The Lottery currently utilizes an AXIS-based video surveillance and recording environment. The current system is a combination of fixed cameras, AXIS domes, reporting to NVRs and being recorded onto virtual servers. The

model numbers of the cameras and NVRs are as follows: P3225-LV MK-II, P3275-LV, AXIS P3265-LV, P3265-LV, AXIS P3267-LV, NVRs: S3008, S3008 MK II, S3008, Synology Rackstation (Appliance)

B. Existing Equipment

Below is a list of our current equipment. Additionally, the Lottery's detailed equipment listing is included as Attachment 5 & 6 to the solicitation for reference.

ACCESS CONTROL & ALARM SYSTEMS

Readers at HQ and CSCs

Farmville CSC - Central VA	6 readers
Hampton CSC - Hampton Roads	3 readers
Harrisonburg CSC - Shenandoah Valley	4 readers
Abingdon CSC- Southwest VA	3 readers
Roanoke CSC- Roanoke Valley	2 readers
Woodbridge CSC - Northern VA	3 readers
PZW Richmond - Prize Zone West	5 readers
Richmond – PDC Carolina Ave. Data Ctr.	0 readers
Richmond – Draw Show WTVR CBS6	2 readers
Richmond - HQ	83 readers

Alarm Control Panels

These Alarm Control Panels have reached end-of-life and will require replacement. Please refer to the solicitation for additional details.

Farmville CSC - Central VA

Security Management System:

intelligent controller	1 controller
reader board	3 boards

Intrusion Detection System:

security panel/intrusion panel	1 panel
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Hampton CSC- Hampton Roads

Security Management System:

intelligent controller	1 controller
reader board	2 boards

Intrusion Detection System:

security panel/intrusion panel	1 panel
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Harrisonburg CSC - Shenandoah Valley

Security Management System:

intelligent controller	1 controller
reader board	3 boards

Intrusion Detection System:

security panel/intrusion panel	1 panel
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Abingdon CSC - Southwest VA

Security Management System:

intelligent controller	1 controller
reader board	2 boards
<u>Intrusion Detection System:</u>	
security panel/intrusion panel	1 panel

Roanoke CSC- Roanoke Valley

<u>Security Management System:</u>	
intelligent controller	1 controller
reader board	1 board
<u>Intrusion Detection System:</u>	
security panel/intrusion panel	1 panel

Woodbridge CSC - Northern VA

<u>Security Management System:</u>	
intelligent controller	1 controller
reader board	2 boards
<u>Intrusion Detection System:</u>	
security panel/intrusion panel	1 panel

PZW Richmond - Prize Zone West

<u>Security Management System:</u>	
intelligent controller	1 controller
reader board	3 boards
<u>Intrusion Detection System:</u>	
security panel/intrusion panel	1 panel

Richmond – PDC Carolina Avenue Data Center

Offeror shall not be responsible for security management or intrusion detection systems.

Richmond – DRAW SHOW WTVR CBS6

<u>Security Management System:</u>	
intelligent controller	1 controller
reader board	0 board
<u>Intrusion Detection System:</u>	
security panel/intrusion panel	1 panel

Richmond - HQ

<u>Security Management System:</u>	
intelligent controller	9 controllers
reader board	45 boards
<u>Intrusion Detection System:</u>	
security panel/intrusion panel	1 panel*
(*Offeror shall not be responsible for this panel)	

Panic/Duress Buttons and Blue Strobe Lights

Farmville CSC - Central VA	3 buttons, 0 lights
Hampton CSC - Hampton Roads	3 buttons, 3 lights

Harrisonburg CSC - Shenandoah Valley	3 buttons, 2 lights
Abingdon CSC - Southwest VA	1 button, 2 lights
Roanoke CSC - Roanoke Valley	0 button, 2 lights
Woodbridge CSC- Northern VA	3 buttons, 3 lights
PZW Richmond - Prize Zone West	1 button, 2 lights
Richmond – PDC Carolina Ave. Data Ctr.	Offeror not responsible
Richmond – DRAW SHOW WTVR CBS6	Offeror not responsible
Richmond - HQ	Offeror not responsible

Fire Monitoring (monitored by phone lines) and Red Strobe Lights

Note: There are no records of standalone fire alarm panels that dial out using the security panels to the central station. WTVR CBS6 and Roanoke dial out to a separate account the current Offeror does not monitor. These two (2) locations have building controlled fire alarm systems. All standalone fire alarm panels are serviced by other vendors.

Farmville CSC - Central VA	0 lights
Hampton CSC - Hampton Roads	11 lights (7 lights + 4 lights w/horn)
Harrisonburg CSC- Shenandoah Valley	2 lights
Abingdon CSC - Southwest VA	2 lights
Roanoke CSC - Roanoke Valley	2 lights
Woodbridge CSC - Northern VA	5 lights
PZW Richmond - Prize Zone West	0 lights
Richmond – PDC Carolina Ave. Data Ctr.	Offeror not responsible
Richmond - WTVR CBS6	Offeror not responsible
Richmond - HQ	Offeror not responsible

Motion Detectors

Farmville CSC - Central VA	7 detectors
Hampton CSC- Hampton Roads	4 detectors
Harrisonburg CSC - Shenandoah Valley	5 detectors
Abingdon CSC - Southwest VA	5 detectors
Roanoke CSC - Roanoke Valley	5 detectors
Woodbridge CSC - Northern VA	7 detectors
PZW Richmond - Prize Zone West	7 detectors
Richmond – PDC Carolina Ave. Data Ctr.	0 detectors
Richmond – DRAW SHOW WTVR CBS6	1 detector
Richmond - HQ	0 detectors

Glass Breakage Alarms and White Strobe Lights

Farmville CSC - Central VA	0 lights
Hampton CSC- Hampton Roads	4 lights
Harrisonburg CSC - Shenandoah Valley	0 lights
Abingdon CSC - Southwest VA	0 lights
Roanoke CSC - Roanoke Valley	8 lights
Woodbridge CSC - Northern VA	4 lights
PZW Richmond - Prize Zone West	0 lights
Richmond - PDC Carolina Ave. Data Ctr.	Offeror not responsible

Richmond – DRAW SHOW WTVR CBS6	Offeror not responsible
Richmond - HQ	Offeror not responsible

Heat Detectors

Farmville CSC- Central VA	7 detectors
Hampton CSC - Hampton Roads	0 detectors
Harrisonburg CSC - Shenandoah Valley	4 detectors
Abingdon CSC - Southwest VA	11 detectors
Roanoke CSC - Roanoke Valley	0 detectors
Woodbridge CSC - Northern VA	0 detectors
PZW Richmond - Prize Zone West	Offeror not responsible
Richmond - PDC Carolina Ave. Data Ctr.	Offeror not responsible
Richmond – DRAW SHOW WTVR CBS6	Offeror not responsible
Richmond - HQ	Offeror not responsible

AXIS CAMERA SYSTEM

Cameras at HQ and CSCs

Total: 106 cameras, 11 NVRs, 1 Deltacom Appliance

Farmville CSC - Central VA	6 cameras + 1 NVR
Hampton CSC - Hampton Roads	11 cameras + 2 NVR
Harrisonburg CSC- Shenandoah Valley	6 cameras + 1 NVR
Abingdon CSC - Southwest VA	7 cameras + 1 NVR
Roanoke CSC - Roanoke Valley	6 cameras + 1 NVR
Woodbridge CSC - Northern VA	10 cameras + 2 NVR
PZW Richmond - Prize Zone West	7 cameras + 1 NVR
Richmond – PDC Carolina Ave. Data Ctr.	3 cameras + 1 NVR
Richmond – DRAW SHOW WTVR CBS6	4 cameras + 1 NVR
Richmond - Prize Zone HQ CSC	7 cameras + 0 NVR
Richmond - HQ	39 cameras +1 Deltacom Appliance(Synology NAS Rackstation; Offeror is responsible for maintaining appliance

NOTE: The current camera count at the PDC Carolina Avenue Data Center is three (3); however, the Lottery's needs have changed, and only one (1) camera will be required under the proposed solution.

C. LOT I. ACCESS CONTROL & ALARM SYSTEMS AND MAINTENANCE

1. Access Control Statement of Needs

- a. The Offeror shall provide a solution to replace the Lottery's current end-of-life Honeywell ProWatch equipment, which includes all Honeywell ProWatch alarm control panel equipment identified on page 7, except for the security panel/intrusion panel, which is expressly excluded from the Offeror's scope of responsibility as noted in the equipment list. The solution shall be cloud-based, allow access via desktop computers and iOS and

Android mobile devices, and include robust reporting capabilities. The system should integrate into the Lottery's existing infrastructure.

- b. The Offeror shall provide the Lottery a system with the ability to generate ad hoc reports on an as-needed basis and ad hoc notifications/alerts. The system shall generate robust reporting to include but not limited to the ability to print monthly reports. Offeror shall ensure the Lottery will have the ability to run reports in reference to location 24/7 access history. Offeror shall provide reports that have the ability to be exported in Microsoft Excel format.
- c. The Lottery intends to retain the following existing equipment:

- Badge readers
- Motion detectors
- Door hardware associated with the Access Security System

Offerors may propose replacement of these components if necessary to support their proposed solution. Any proposed replacements shall be clearly identified in the proposal.

- d. The Offeror shall be responsible for receiving and responding to troubleshooting requests, diagnosing issues, and managing the Lottery's existing access control and alarm systems at all locations. The Offeror shall provide the Lottery with a dedicated support resource for reporting issues and requesting assistance. The Offeror shall ensure authorized Lottery personnel have access to a live representative 24 hours per day, 7 days per week, and receive timely assistance.
- e. Offeror shall provide the ability to set up, install, configure, maintain, manage, and update current and new access readers and alarm components to the Lottery's system as needed.
- f. Offeror shall have the ability to perform approved software upgrades, firmware upgrades, and security patches for the Lottery's existing physical access control environment at all locations.
- g. Prior to implementing the Offeror shall coordinate any remote software or hardware upgrades, firmware upgrades, or security patches, with Lottery personnel and obtain approval for all applications and equipment at all Lottery locations. Work performed in landlord-owned buildings may be subject to additional coordination or approval requirements. The Offeror shall coordinate with the Lottery, as necessary, before performing any such work.
- h. Offeror shall have the ability to provide Lottery requested reports on a monthly and quarterly basis. These reports shall include information relating to the overall performance of access control & alarm systems. In the event of a system issue, report shall outline course of events, steps taken to troubleshoot, and steps taken to resolve the issue. These reports could be requested to be provided via email, hard copy, or presentation format.
- i. During the Contract term, the Lottery shall welcome suggestions from the Offeror for improving performance, and reporting currently utilized.
- j. Offeror shall ensure, upon contract award, that all employees, subcontractors, and representatives who work in, on, or have access to the Lottery's facilities, systems, or equipment submit all required information for completion of a background check. Access shall not be granted until background check requirements have been satisfied, as determined by the Lottery. See General

Terms and Conditions: Personnel Security Clearance, for additional requirements and details.

- k. Floor plans, if required, shall not be released prior to contract award and shall be provided only to the awarded Contractor upon successful completion of all background check requirements.
- l. Offeror shall for any cloud-based services provided under the resulting Contract, comply with the Virginia Lottery Cloud Terms and Conditions, (Attachment 3).

2. Manage/Replace Requirements

- a. The Offeror shall provide documentation demonstrating current certification or specialized training from the original equipment manufacturer or software publisher for all software systems proposed under this Contract. All technicians performing work under the Contract shall maintain applicable certifications or complete required refresher training throughout the Contract term and any renewal periods exercised at the sole discretion of the Lottery.
- b. If needed for any CSC relocations or upgrades to equipment, Offeror shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required. The Offeror shall comply with all laws, ordinances, regulations and building code requirements applicable to the work. With the Lottery's CSCs being in several different cities/counties, the Offeror is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the Offeror shall in no way relieve them of responsibility.
- c. The Lottery's current access control software defines, controls, and continuously monitors physical access to all Lottery locations and supports up to five (5) concurrent clients and up to one hundred twenty-eight (128) readers. The Offeror's proposed solution shall provide equivalent or greater functionality and capacity, including support for at least five (5) concurrent clients and at least one hundred twenty-eight (128) readers. The proposed security software shall be accessible via a desktop application and through iOS and Android-based mobile applications.
- d. Offeror shall provide continuous monitoring of physical access shall occur on a seven (7) day per week, 24 hour per day basis, three hundred and sixty-five (365) days a year, including all holidays and shall consist of notifying police and a Lottery designee if an alarm is activated at any of the monitored Lottery locations. Alarm activation should include, but not be limited to, silent alerts, attempted access to locked doors, windows or dock lift doors, fire alarm activation, glass breakage, and motion and heat detectors located inside the building.
- e. Offeror shall ensure that any newly installed card readers are installed at heights compliant with the Americans with Disabilities Act ("ADA") requirements. Any additional card readers or changes to existing reader locations shall be coordinated with and approved by a Lottery designee.
- f. Offeror shall comply with the Lottery's determination of whether any newly installed card readers are configured as fail-safe (doors automatically unlock)

or fail-secure (doors automatically lock). Card readers on doors at Headquarters (HQ) are not installed on emergency circuits and, in the event of a power loss, operate as fail-safe (doors automatically unlock). Card readers on doors at the CSC locations are required to be fail-secure (doors automatically lock) in the event of a power loss.

- g. Offeror shall ensure that CSC card readers shall allow for deactivation of the alarm system and reactivation upon departure. Lottery Security remotely controls the card readers for the purpose of opening and/or securing areas.
- h. Any electrical deficiencies related to the Lottery's security system in any of the locations shall be the responsibility of the Offeror to upgrade. The Lottery is not aware of any electrical deficiencies in any of the locations, but if deficiencies exist, the Offeror shall be responsible for upgrading them.
- i. Offeror shall make repairs/restoration to finishes and building elements if damaged by requested system upgrade/installation.

3. Testing and Inspection

- a. Offeror shall, if new equipment is installed during the Contract term, demonstrate the new equipment at each location in the presence of approved Lottery personnel. All required programming must be fully operational for the system to be considered complete and functioning.
- b. Offeror shall, following system demonstration, submit the system to a fifteen (15)-day testing period conducted by the Lottery. Any Offeror-provided equipment determined to not meet specifications or other contractual requirements shall be rejected and replaced by the Offeror at no additional cost. Unless otherwise notified by the Lottery or mutually agreed upon, system acceptance shall become effective at the conclusion of the fifteen (15) day testing period.
- c. Offeror shall replace any equipment that is rejected for failure to meet specifications or other contractual requirements. Upon replacement, a new fifteen (15) - day testing period may or may not be intimated. The determination as to whether a new testing period is necessary shall be made through mutual agreement between the Lottery and the Offeror, based on the severity and impact of the replacement. This decision shall be documented in writing and incorporated into the resulting Contract file.

4. Training

- a. Offeror shall be responsible for all training of Lottery personnel in the proper operation of newly installed equipment at each location, if necessary.
- b. Offeror shall provide all training and shall be at no cost to the Lottery to include all related materials and documentation.
- c. Offeror shall coordinate with the Lottery to determine the method by which training will be conducted (e.g., in person, webinar, etc.), subject to mutual agreement between the Lottery and the Offeror.

5. Warranty

- a. Offeror shall provide a three (3) year warranty on parts and labor, in addition to providing an unconditional warranty covering parts and labor needed to

- repair any defective equipment.
 - b. Offeror shall provide a warranty and commence on the date of final acceptance of each newly installed equipment.
 - c. Offeror shall resolve issues pertaining to warrantied parts, service, and support directly with the manufacturer. The Lottery will not be referred to a third-party vendor.
- 6. Emergency Response, Operations, and Maintenance,
 - a. Emergency Response:

Emergency conditions related to the Access system in Lot 1 include, but are not limited to, any condition, event, or system failure that results in, or presents an imminent risk of, one or more of the following:

 - i. Loss of Access control functionality at any Lottery facility that prevents authorized entry or exit, or prevents the securing of doors required to protect personnel, property, or sensitive areas;
 - ii. Failure of intrusion, duress/panic, fire alarm, or associated notification systems where alarms are required for safety, security, or regulatory purposes;
 - iii. Inability of the Lottery to monitor, receive, or transmit alarms, alerts, or events to the monitoring station or designated Lottery personnel;
 - iv. Failure of access control panels, alarm panels, readers, power supplies, batteries, or network connectivity that compromises system availability, alarm monitoring, or required system behavior (e.g., fail secure or fail-safe operation);
 - v. Any condition that materially impairs the Lottery's ability to conduct operations, ensure employee or public safety, protect assets, or comply with internal security requirements.

The following requirements apply to all Emergency conditions:

 - Emergency conditions include failures outside of expected fail safe / fail secure behavior as defined in this scope of work.
 - Emergency conditions shall trigger immediate escalation and notification of the appropriate emergency law enforcement personnel, as applicable, and designated Lottery employees.
 - For Emergency conditions, the Offeror shall prioritize restoration of access control and alarm functionality over non-emergency service requests until normal system operations and monitoring are restored.
 - b. Preventative Maintenance
 - i. Offeror shall inspect equipment located at all Lottery locations a minimum of quarterly per year. Inspections shall include cleaning and testing of the equipment for the panic/duress buttons & strobe lights in addition to any other strobe lights present (e.g., fire, glass, etc.). All testing of these capabilities shall be coordinated with Lottery Security and local authorities, if necessary.
 - ii. Offeror shall replace parts, without additional charge,

that have been broken or worn as a result of normal use and which are necessary for machine servicing and maintenance adjustments. Active components (electrically powered or driven), and non-electric door hardware shall be individually identified and covered under this Contract.

- iii. Offeror shall replace all batteries at a minimum of every two (2) years, or sooner if inspection or manufacturer specifications indicate degradation, at no additional cost to the Lottery.
- iv. Offeror shall provide a written report of the results of each preventative maintenance visit shall be provided to the Lottery designee.
- v. Offeror shall provide all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation for the entire term of any resulting Contract and subsequent renewal options exercised at the sole discretion of the Lottery.

c. Repairs (Service Calls)

- i. Offeror shall respond to service calls as required by the Lottery on a seven (7) days per week, twenty-four (24) hours per day basis, including state holidays. For Richmond locations, on-site response time for standard and emergency service calls (equipment and software) shall be within four (4) hours following initial notification. For CSC locations, on-site response time for standard service calls (equipment and software) and emergency calls shall be within 24 hours following initial notification.
- ii. The Offeror shall ensure that all services are performed by properly trained staff.
- iii. The cost of repair parts or other additional costs shall be approved in writing by the Lottery prior to repairs being made.
- iv. The Offeror shall ensure that no additional charges shall be incurred by the Lottery in the event a service call is placed, but it is determined that no problem existed with the equipment.
- v. The Offeror agrees that repairs required due to accident, misuse, abuse, neglect, theft, acts of God, lightning, vandalism, electrical power failure, fire, water damage, or other casualty, as well as repairs necessitated by service performed by personnel other than the Offeror, are excluded from the annual maintenance price. Such repairs shall be billed at a time-and-materials rate.
- vi. Offeror shall only respond to service call requests from the Lottery Contract Administrator and/or designated Lottery personnel at the CSCs.
- vii. No modifications to the equipment except those specified and submitted in writing and after receiving written approval from the Lottery Contract Administrator shall be initiated.
- viii. The Contractor shall be required to repair or replace hardware upon failure and correct software problems, corrupted files, or program anomalies.

- ix. All repairs and/or service charges shall be fully inclusive of all costs, fees, and expenses, whether foreseen or unforeseen. The Lottery shall not be responsible for, nor shall the Offeror invoice for, any additional charges, including travel, mileage, lodging, administrative, overhead, or miscellaneous expenses.
- 7. Excessive Downtime
 - a. Equipment and/or software furnished during the Contract term shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the Offeror agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event equipment and/or software furnished during the Contract remains inoperable for more than three (3) consecutive calendar days, the Offeror shall promptly replace the equipment or software at no charge upon request of the Lottery. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational as soon as practicable and no later than two (2) business days following the request for replacement, unless otherwise approved by the Lottery. Should equipment and/or software furnished prior to the Contract term be replaced, the Lottery shall be invoiced for the cost of the parts.
 - b. Offerors shall meet or exceed the Service Level Agreements (SLAs) for the Lottery's Access-based environment established in Section XX, Service Level Agreements, which reflect the Lottery's operational requirements and minimum acceptable performance standards.
- 8. Disaster Recovery Plan
 - a. The Offeror shall ensure that, in the event of a short-term power loss at the CSC's CBS6 or Headquarters facilities, security monitoring continues in accordance with the applicable system's capabilities. To maintain operational functionality, the Access Control Systems shall be equipped with Offeror-provided battery backup to support normal system operations during such power interruptions.
 - b. Access Control:
 - i. The Offeror shall provide battery backup for the Access Control System and shall ensure that the battery capacity is rated at a minimum of seven (7) amp-hours, or equivalent capacity, sufficient to meet the Lottery's operational uptime requirements. The actual duration of battery operation may vary based on the number of doors assigned to each control panel and the level of door activity. Hardware devices, including door strikes (locking devices) and Request-to-Exit (RTE) motion detectors, shall be powered by a power supply separate from the control panels to maximize system availability and overall online operational time during power interruptions.
 - ii. The Offeror shall ensure that, at CSC locations,

once battery backup is no longer sufficient to sustain system operation, all doors designated as fail secure shall remain locked, with access available via key where applicable. If the hardware device power-supply batteries are depleted prior to the control panel batteries, card readers shall continue to indicate normal operation; however, the associated doors shall not unlock. At Headquarters (HQ), certain doors are designated as fail safe and shall automatically unlock when battery levels are insufficient to maintain secured operation.

iii. The Offeror shall ensure that communications between Headquarters (HQ) and all CSC locations remain operational when the network is available. In the event of a network disruption, each access control panel shall locally record all system events occurring during the period of disconnection and shall automatically transmit those events to the server at HQ once network connectivity is restored.

- c. Security: The Offeror shall provide battery backup for the security system and shall ensure that the battery capacity is rated at a minimum of seven (7) amp-hours, or equivalent. The security system shall be configured to transmit notifications to the monitoring station upon loss of primary power and while operating on battery backup. Battery runtime may vary based on the number of installed security devices and the level of activity within the protected area. System sensors shall continue to function whether or not the system is armed. When battery capacity is depleted to the point that sustained operation is no longer possible, the security system shall become non-functional and shall no longer be capable of communicating with the monitoring station.
- d. The Offeror shall replace as applicable any intrusion alarms and fire alarm systems and shall be equipped with battery backup capable of supporting alarm monitoring for a duration of not less than two (2) hours and up to six (6) hours. The intrusion alarm system shall be configured to indicate and report primary power loss conditions and low-battery status to the monitoring interface and/or monitoring station, as applicable.

9. Access to Lottery Resources

The Offeror shall adhere to the following when remotely accessing the Lottery network or working onsite:

- a. The Offeror shall ensure that access to Lottery systems, networks, and resources is conducted exclusively through Lottery-owned devices or devices owned and managed by the Offeror's company. The use of personally owned devices to connect to Lottery resources is expressly prohibited.
- b. The Offeror shall ensure that all Offeror-owned devices, as applicable based on device type, are equipped with an active firewall and antivirus software with current signature updates installed prior to connecting to the Lottery's network.
- c. All Offeror-owned devices shall operate on the most current supported version of the applicable operating system, except as otherwise expressly approved or specified by the Lottery.

- i. An Offeror-owned device may operate on a prior operating system version only when the Offeror's IT department has not yet completed testing and validation of the most current supported version.
- ii. The Offeror shall ensure that no device with security patches outstanding for more than ninety (90) days is used to connect to the Lottery's network, provided that the applicable patch was made available within the preceding ninety (90)-day period.
- iii. In the event that the operating system vendor (e.g., Microsoft or Apple) issues a critical security patch, the Offeror shall ensure that the patch is installed within two (2) weeks of release, unless the vendor formally retracts the patch.
- d. The Offeror shall comply with all Lottery IT access control requirements and shall be granted access solely to the specific system or systems necessary to perform the Offeror's contractual responsibilities.
- e. The Offeror shall utilize only remote access methods approved by the Lottery's IT Security and Compliance, such as RSA authentication and Virtual Private Network (VPN) access.

10. Installing Updates and Fixes:

- a. The Offeror shall obtain prior written approval from the Contract Administrator before installing any system updates, patches, or fixes.
- b. Prior to granting approval, the designated Lottery employee shall open a ticket in the Lottery-approved IT service management system to document the issue and shall coordinate with the Network Center to obtain the current operating system and database patch levels. The Contract Administrator shall provide this information to the Offeror as part of the approval process. Alternatively, the Contract Administrator may arrange for Network Center staff to contact the Offeror directly to discuss the system configuration.
- c. The Offeror shall maintain and use a documented ticketing system capable of tracking service requests from initiation through resolution, including request dates, status updates, actions taken, and final disposition. This system shall be accessible to authorized Lottery personnel for viewing the status and progress of repairs.
- d. The Offeror shall comply with the requirement that Lottery personnel provide human intervention to enable Contractor remote access. Such intervention may include the Lottery retaining custody of an RSA SecurID token or implementing other access control measures as determined appropriate by the IT Security Committee or the Information Technology Services Department. At the time of issuance of this RFP, RSA SecurID tokens are utilized. Following approval by the Contract Administrator, the Offeror shall coordinate with Lottery Data Center Operations to obtain the required token code to enable remote access.
- e. Offeror shall record actions taken and shall be logged using a system journal, log file, or other means such as a "jump box".

11. Annual Inventory/Equipment List

- a. The Offeror shall provide a complete and accurate

- equipment inventory for all Lottery locations supported under this contract.
- b. The Offeror shall provide the Lottery designee with an equipment inventory list every ninety (90) calendar days, regardless of whether any changes have occurred during that period. The Lottery reserves the right to request an updated inventory list prior to contract renewal.
 - c. The Offeror shall provide a document certifying on their company letterhead, that the equipment inventory is current, complete, and accurate as of the date of submission. This shall be signed by an authorized representative of the company.
 - d. The Offeror shall update the inventory within thirty (30) calendar days of any equipment addition, removal, or replacement.
 - e. Offeror shall provide a complete, accurate, and timely equipment inventory in accordance with the requirements of this RFP. Failure to do so may be considered performance deficiency and may affect the Lottery's determination regarding the exercise of contract renewal options. Submission of incomplete, inaccurate, or untimely equipment inventories may result in the application of contract remedies as permitted under the Special Terms and Conditions – Performance.
 - f. The Offeror shall provide all equipment inventories in a standardized Excel format approved by the Lottery and shall include, at a minimum, the Mandatory Data Fields identified in this Statement of Needs. Blank fields are not acceptable unless "N/A" is clearly documented. The Lottery may, at its discretion, modify the required equipment inventory categories, data fields, or reporting format at any time during the contract term. The Lottery reserves the right to audit the Offerors equipment inventory for accuracy at any time during the contract term.

Mandatory Data Fields

Offeror shall provide the items listed for every location and shall include, at a minimum, the following required data fields.

- The inventory equipment list shall be clearly labeled at the top of the document with the month, day, and year the information is provided to the Lottery.
- Equipment Type
- Manufacturer
- Model Number/Part Number
- Quantity
- Serial Number (or "N/A" where manufacturer does not provide)
- Location within Facility (Door #, Panel ID, Room, etc.)
- Maintenance Contract Coverage (Yes/No)
- Manufacturer warranty status (In/Out of Warranty, if known and date the warranty will expire)

12. Annual Billing Requirements

- a. The Offeror shall submit invoices on an annual basis for all fees covered under the agreed-upon fixed rates. Fees for non-routine service calls or calls outside the agreed-upon fixed rates may be invoiced on an as-needed basis with prior

approval from authorized Virginia Lottery employees. Refer to the pricing information provided in Attachment 1, Lot I for all applicable pricing requirements and instructions.

13. Service Level Agreements

The Service Level Agreements (SLAs) contained in this section establish the Lottery's minimum service requirements for support, monitoring, maintenance, and repair services under Lot I. While SLA requirements may be referenced throughout this Statement of Needs, the requirements contained in this Section shall prevail in the event of any conflict, inconsistency, or deviation.

a. Support and System Availability

- i. Offeror shall provide monitoring of physical access systems twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, including holidays.
- ii. The Offeror shall provide a support process for receiving and responding to troubleshooting requests and service issues 24 hours a day, 7 days a week, 365 days a year.
- iii. The Offeror shall provide access to support personnel twenty-four (24) hours per day, seven (7) days per week.
- iv. Offeror shall maintain continuous monitoring and support services 24 hours a day, seven (7) days per week, three hundred and sixty-five (365) days per year, except for approved maintenance periods. Offeror shall notify the Lottery in advance of any scheduled maintenance that may impact system availability.

b. Emergency Response

- i. Offeror shall provide immediate escalation and notification of designated Lottery personnel upon identification of an Emergency condition. Emergency conditions include, but are not limited to, loss of access control functionality, alarm failures, monitoring failures, reader failures, panel failures, power supply failures, battery failures, network connectivity failures, or any condition materially impacting Lottery operations or security.
- ii. The Offeror shall prioritize restoration of access control and alarm functionality over non-emergency service requests until normal system operations and monitoring are restored.
- iii. Offeror shall provide status updates to the Lottery throughout the resolution process for Emergency conditions and upon request for non-Emergency conditions.

c. Response Times

- i. Offeror shall provide response times for on-site Richmond locations within four (4) hours following notification for standard service calls and emergency service calls.
- ii. Offeror shall provide on-site response for the CSC locations within twenty-four (24) hours following notification for standard service calls and emergency calls.
- iii. Offeror shall provide an initial response to Emergency service

requests within one (1) hour of notification.

- d. **Monitoring and Notification**
 - i. Offeror shall provide continuous monitoring and shall include notification of appropriate law enforcement or emergency response personnel and designated Lottery personnel when alarms are activated.
 - ii. Offeror shall notify designated Lottery personnel of monitored alarm events and critical system failures immediately upon identification.
- e. **Excessive Downtime**
 - i. Offeror shall ensure equipment and software remain operational in accordance with the requirements of this Contract.
 - ii. Offeror shall provide a pro-rated credit of maintenance charges for each full day equipment or software remains inoperable beyond twenty-four (24) hours following notification.
 - iii. Offeror shall replace equipment or software that remains inoperable for more than three (3) consecutive calendar days at no charge upon Lottery request.
 - iv. Offeror shall ensure replacement equipment is installed and operational within two (2) business days following the Lottery's request unless otherwise approved by the Lottery.
 - v. Offeror shall provide a remediation plan and estimated time to resolution when an issue cannot be resolved during the initial response.

D. LOT II. AXIS CAMERA MONITORING AND MAINTENANCE

- 1. **Axis Camera Statement of Needs**
 - a. The Offeror shall provide the ability to monitor the Axis-based system, provide cloud implementation services, replace outdated equipment as needed, provide technical support, as well as a cloud-based storage solution, and manage the Lottery's existing Axis-based environment in accordance with this Statement of Needs.
 - b. Offeror shall ensure, upon contract award, that all employees, subcontractors, and representatives who work in, on, or have access to the Lottery's facilities, systems, or equipment submit all required information for completion of a background check. Access shall not be granted until background check requirements have been satisfied, as determined by the Lottery. See General Terms and Conditions: Personnel Security Clearance, for additional requirements and details.
 - c. Floor plans, if required, shall not be released prior to contract award and shall be provided only to the awarded Contractor upon successful completion of all background check requirements.
 - d. Offeror shall provide twenty-four (24) seven (7), three hundred and sixty-five (365) days a year monitoring capability and be responsible for responding, troubleshooting, and managing the Lottery's AXIS digital cameras and NVRs at all locations. Offeror shall have the ability to determine

- whether or not all Axis cameras and NVRs are functioning at full capacity and are recording all motion and activities at all Lottery locations.
- e. Offeror shall have the ability to set up, configure, maintain, manage, monitor, update and install a network NVR and digital camera to the Lottery's production enterprise network.
 - f. Offeror shall provide the Lottery a centralized video management cloud platform that enables authorized users to view all camera locations in real time and access previously recorded footage. The platform shall allow the Lottery to securely search, retrieve, playback, and export video recordings as needed for operational, investigative, or compliance purposes. It shall also provide the ability to quickly navigate between cameras across all locations and respond to incidents on demand. This shall allow Lottery employees to view the cameras on a desktop or iOS and Android phones.
 - g. Offeror shall be aware that the Lottery does not intend to replace the following existing equipment at this time. These items shall remain in service and shall be replaced as needed:
 - Axis Cameras
 - Axis NVR's
 - h. Offeror shall have the ability to perform any remote software upgrades, firmware upgrades and security patches on the AXIS digital cameras and NVRs at all locations.
 - i. Prior to implementing any remote software or hardware upgrades, firmware upgrades, or security patches, the Offeror shall coordinate with Lottery personnel and obtain approval for all applications and equipment at all Lottery locations. Work performed in landlord-owned buildings may be subject to additional coordination or approval requirements. The Offeror shall coordinate with the Lottery, as necessary, before performing any such work.
 - j. For any cloud-based services provided under the resulting Contract, the Offeror shall comply with the Virginia Lottery Cloud Terms and Conditions (Attachment 3).

2. Emergency and Incident Response Requirements

- a. Emergency Definition:

The Virginia Lottery defines an emergency related to Lot II as any condition, event, or system failure that results in, or presents an imminent risk of, one or more of the following:

 - i. Loss of video monitoring or recording at a Lottery facility where cameras are required for security, safety, regulatory, or investigative purposes;
 - ii. Inability of the Lottery to view live or recorded video from one or more critical cameras;
 - iii. Compromise of system integrity, confidentiality, or availability, including cybersecurity incidents affecting camera systems, Network Video Recorders (NVRs), storage, or video management platforms;
 - iv. Failure of a Network Video Recorder (NVR), storage device, or redundancy mechanism that jeopardizes required video retention;

- v. Any condition that materially impairs the Lottery's ability to conduct operations, ensure employee or public safety, protect assets, or comply with internal security requirements.

The following requirements apply to all Emergency conditions:

- For Emergency conditions, the Offeror shall prioritize restoration of monitoring and recording capabilities over non-emergency service requests until full functionality is restored.
- Emergency conditions shall require immediate response and prioritized remediation in accordance with the response time and service level requirements set forth in this Statement of Needs.

b. Incident Response Requirements

When a troubleshooting request is initiated by the Lottery or when an issue is detected with a camera or NVR, the Offeror shall provide the following services:

- i. Monitor all Lottery closed-circuit television systems twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, and implement redundancy measures that ensure continuous recording without interruption to required retention, regardless of component failure.
- ii. Notify the Lottery upon detection of any system issue and provide an incident report. For Emergency conditions, notification shall include a direct telephone call to the Lottery to initiate immediate coordination.
- iii. The Offeror shall maintain and use a documented ticketing system capable of tracking service requests from initiation through resolution, including request dates, status updates, actions taken, and final disposition. This system shall be accessible to authorized Lottery personnel for viewing the status and progress of repairs upon notification or detection. If the issue cannot be resolved remotely within a reasonable timeframe, dispatch a qualified technician to the affected location without delay.
- iv. If the technician is unable to resolve the issue during the initial response, provide a replacement camera for use until the permanent repair or replacement is completed.
- v. If the issue involves a Network Video Recorder (NVR), coordinate with the Lottery to obtain approval for repair or replacement. During this period, the Offeror shall ensure uninterrupted recording through an AXIS-supported or equivalent redundancy method (e.g., loud recording, edge storage, secondary recording device) that meets the Lottery's retention and availability requirements.

3. Video Retention Requirements

- a. The Lottery's current video storage architecture is multi-layered and includes the following components:

1. Cloud-based storage
2. Local camera-based storage (SIM Card)
3. Network Video Recorder (NVR)-based storage

This information is provided for reference to demonstrate the Lottery's existing environment and operational expectations.

Offerors may:

1. Maintain and support the Lottery's existing architecture; or
2. Propose an alternative architecture.

Regardless of the approach proposed, the solution shall meet or exceed the following minimum functional requirements:

1. Provide a minimum of three (3) independent layers of redundancy or failover capability.
2. Ensure continuous recording in the event of device, network, or storage failure.
3. Provide reliable access to recorded footage across all redundancy layers.
4. Eliminate any single point of failure that would result in loss of required video data.

Offerors proposing an alternative architecture shall clearly demonstrate how their solution meets or exceeds the redundancy, failover, and data protection capabilities of the Lottery's current environment.

The following requirements apply to Offerors maintaining the current architecture or proposing a solution that includes similar components:

- i. First Level - Cloud Storage:
The Offeror shall provide and maintain a cloud-based video storage architecture (when included in the proposed solution) as the primary method and security control for the protection, retention, and management of all surveillance footage, in accordance with the Cloud Terms and Conditions in Attachment 3 and all applicable Virginia Information Technologies Agency (VITA) security requirements. All surveillance footage shall be stored within a secure, centralized cloud-based platform as the first level of protection. The Offeror shall ensure the following minimum requirements are met:
 1. All cameras added to the Lottery's inventory are onboarded to the cloud solution prior to installation or activation.
 2. The Offeror is solely responsible for performing all camera onboarding to the cloud platform.
 3. Data is encrypted both in transit and at rest in accordance with the Cloud Terms and Conditions in Attachment 3, security controls, including SC-12 and SC-13.
 4. Secure remote access is provided using strong authentication mechanisms.
 5. Centralized management, monitoring, and administrative control capabilities are supported.

6. The solution provides high availability and resiliency consistent with system continuity and availability requirements.
 7. Offeror shall provide six (6) months of storage management and six (6) months offsite storage management. Once the six (6) months of offsite storage is completed the Offeror shall provide such data to the Lottery to store within the Lottery's SANS environment.
- ii. **Second Level: Local Camera Storage:**
The Offeror shall provide, install, and activate a vendor-supported SIM card for each camera at the time of deployment. Each SIM card shall include a minimum data allowance of 128 GB and be fully compatible with the proposed camera solution. Each camera shall be supported by a SIM card.
 - iii. **Third Level: NVR / Network Video Recorder.**
The Offeror shall provide and support local video storage through Network Video Recorders (NVRs) or server-based solutions, as applicable to the Lottery's locations.
 1. The Offeror shall be responsible for the management, maintenance, and backup of all NVR's and server-based storage systems.
 2. The Offeror shall have the ability to perform NVR backup and NVR storage management. Contractor shall retain six (6) months of video footage on each NVR. After six (6) months, Contractor shall export and store video footage for an additional six (6) month period at an offline location accessible to authorized Lottery personnel. Authorized Lottery personnel shall be able to access, review, and export recorded footage from the NVR or server at all times.
4. **Upgrade Coordination Requirements**
 - a. The Offeror shall coordinate with Lottery personnel prior to performing any remote software updates, firmware upgrades, or security patches on cameras, NVRs, or related video system components at any Lottery location. To minimize operational impact, the Lottery prefers that such upgrades be carried out outside of normal business hours. If upgrades or patches must be conducted during Lottery business hours, the Offeror shall schedule and perform the work in advance and in coordination with the Lottery. The Offeror shall maintain detailed records of all upgrades and patches applied, including the systems affected and the date and time each update was performed.
 5. **Support Services and Reporting**
 - a. The Offeror shall maintain a call center staffed continuously by live personnel, available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, including holidays. A technician shall

always be on call, with a backup technician available as needed. Offeror shall coordinate directly with the AXIS manufacturer for escalation and warranty support when required. The call center help desk shall be staffed with personnel possessing basic IT, workstation, server, networking, and troubleshooting skills sufficient to remotely diagnose and resolve issues within the Lottery's enterprise network. Offeror shall provide a toll-free phone number for authorized Lottery personnel to report issues.

- b. Offeror shall provide monthly and quarterly performance reports detailing the overall health and performance of the AXIS camera system. In the event of a system issue, reports shall include a description of the incident, actions taken to troubleshoot, and steps taken to resolve the issue. Reports may be delivered via email, hard copy, or presentation format, as requested by the Lottery.
- c. During the contract term, the Lottery welcomes ongoing recommendations from the Offeror to improve system performance, picture quality, monitoring effectiveness, and reporting capabilities.

6. Manage/Replace Requirements

- a. Offeror shall be able to provide proof of manufacturer-authorized certification or specialized training to service and support AXIS cameras and associated recording platforms. Offeror shall provide proof of certification or specialized training to sell and service AXIS cameras prior to Contract award. Offeror shall maintain certifications or specialized training refreshers for each technician for the entire term of any resulting Contract and subsequent renewal options exercised at the sole discretion of the Lottery.
- b. Offerors' processes shall ensure all NVRs shall be configured to the Lottery's specifications so that any NVR that is replaced shall be replaced by an NVR that has been programmed. The NVR shall be plug-and-play ready and dropped off or next day delivered to the Lottery location. All recording shall continue to the cloud regardless of the status of the NVR.
- c. If needed for any CSC relocations or upgrades to equipment, Offeror shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required. The Offeror shall comply with all laws, ordinances, regulations and building code requirements applicable to the work. With the Lottery's CSCs being located in several different cities/counties, the Offeror is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the Offeror shall in no way relieve them of responsibility.
- d. The software currently in use shall continue to be accessed through an AXIS camera station client on a desktop computer and iOS mobile phones.
- e. Any electrical deficiencies related to the Lottery's security system in any of the locations shall be the responsibility of the Offeror to upgrade. The Lottery is not aware of any electrical deficiencies in any of the locations, but if deficiencies exist, the Offeror shall be responsible for upgrading them. Such work shall be performed only with prior written approval and shall be billed at agreed time-and-materials rates.
- f. Offeror shall make repairs/restoration to finishes and building elements if damaged by requested system upgrade/installation.

7. Testing and Inspection
 - a. If new equipment is installed during the Contract term, Offeror shall demonstrate new equipment at each location in the presence of a Lottery contact(s). All necessary programming must be operational to consider the system complete and functioning.
 - b. After demonstration, the system shall be subject to a 15-day testing period by the Lottery. Offeror equipment which is found to not meet specifications, or other requirements may be rejected and require replacement by the Contractor. Unless otherwise notified or mutually agreed, acceptance shall become effective at the end of the 15-day testing period.
 - c. If Offeror equipment is rejected and requires replacement because it is found to not meet specifications or other requirements, a new 15-day testing period may or may not be initiated. The Lottery and the Offeror shall come to an agreement regarding whether a new testing period is necessary depending on the severity of the replacement. The decision shall be documented in writing and added to the resulting Contract file.
8. Training
 - a. Offeror shall be responsible for all training of Lottery personnel in the proper operation of newly installed equipment at each location, if necessary.
 - b. Offeror shall provide all training and shall be at no cost to the Lottery to include all related materials and documentation.
 - c. Offeror shall coordinate with the Lottery to determine the method by which training will be conducted (e.g., in person, webinar, etc.), subject to mutual agreement between the Lottery and the Offeror.
9. Warranty
 - a. Offeror shall provide a three (3) year warranty on parts and labor is required, in addition to providing an unconditional warranty covering parts and labor needed to repair any defective equipment.
 - b. Offeror shall provide all warranties that shall commence on the date of final acceptance of each newly installed component, including but not limited to cameras, Network Video Recorders (NVRs), and related equipment.
 - c. The Offeror shall be solely responsible for coordinating and resolving all issues related to warranted parts, service, and support directly with the manufacturer. Under no circumstances shall the Lottery be directed to contact or engage with third-party vendors for warranty resolution.
10. Preventative Maintenance, Repairs and Excessive Downtime
 - a. Preventative Maintenance
 - i. Offeror shall inspect equipment located at all Lottery locations at least quarterly. Inspections shall include cleaning and testing of the equipment to include cameras and NVRs. All testing of these capabilities shall be coordinated with Lottery Security and local authorities, if necessary.
 - ii. All NVRs shall be connected to a UPS, or a network stack connected to a UPS which the AXIS NVR is connected to for backup purposes if an outage occurs at any of the locations.

- iii. A written report of the results of each preventative maintenance visit shall be provided to the Lottery designee.
 - iv. Contractor shall provide all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation for the entire term of any resulting Contract and subsequent renewal options exercised at the sole discretion of the Lottery.
- b. Repairs (Service Calls)
- i. The Offeror shall provide service support as required by the Lottery on a twenty-four (24) hours per day, seven (7) days per week basis, including State holidays, three hundred and sixty-five (365) days per year, including holidays. At a minimum, the Offeror shall meet the following on-site response time requirements for standard service calls (equipment and software):
For Lottery facilities located in the Richmond area on-site: within four (4) hours of initial notification for standard and emergency calls.
For Lottery facilities located outside the Richmond area (CSC locations): on-site within twenty-four (24) hours of initial notification for standard and emergency calls.
 - ii. Offeror shall ensure that all services are performed solely by trained, qualified, and authorized personnel.
 - iii. The Offeror shall ensure that any repairs or service charges that fall outside of the normal contracted amounts are fully inclusive of all costs, fees, and expenses, whether foreseen or unforeseen. The Offeror shall provide a flat hourly labor rate for such services, which shall include travel, mileage, lodging, per diem, overtime, administrative costs, overhead, incidentals, and any other miscellaneous fees or surcharges. The Lottery shall not be responsible for, nor shall the Offeror invoice for, any additional charges beyond the agreed-upon labor rate.
 - iv. Offeror shall provide the cost of repair parts or other additional costs shall be approved in writing by the Lottery prior to repairs being made.
 - v. No additional charges shall be incurred by the Lottery in the event a service call is placed, but it is determined that no problem existed with the equipment.
 - vi. Offeror shall provide repairs required due to accident, misuse, abuse, neglect, theft, acts of God, lightning, vandalism, electrical power failure, fire, water, or other casualty, and repairs made necessary by service performed by personnel other than those of the Offeror are not included in the annual maintenance price but shall be billed at the time and materials rate.
 - vii. Offeror shall only respond to service call requests from the Lottery Contract Administrator and/or designated Lottery personnel at the CSCs.
 - viii. Offeror shall not initiate any modifications to the equipment unless such modifications are specified, submitted in writing by the

Technical Service Department, and approved in writing by the Lottery Contract Administrator prior to implementation.

- ix. The Lottery shall be billed per maintenance/service call that fall outside of normal contracted maintenance.

11. Excessive Downtime

- a. Offeror shall ensure that equipment and/or software furnished during the Contract term shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the Offeror agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event equipment and/or software furnished during the Contract remains inoperable for more than three (3) consecutive calendar days, the Contractor shall promptly replace the equipment or software at no charge upon request of the Lottery. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement. Should equipment and/or software furnished prior to the Contract term be replaced, the Lottery shall be invoiced for the cost of the parts.
- b. Offerors must meet or exceed the Service Levels Agreements (SLA) defined in this Statement of Needs as they reflect the Lottery's current operational requirements and minimum acceptable performance standards. Offerors shall demonstrate the ability to meet or exceed these service levels while supporting the Lottery's existing Axis-based environment.

12. Disaster Recovery Plan

- a. Offeror shall continue to provide security monitoring during Excessive downtime and short-term downtime by having the Cameras attached to a battery/uninterruptible power supply [UPS]). The maximum amount of use time expected for backup power supply would be approximately 45 minutes.
- b. Offeror shall provide a triple redundancy module to secure footage is captured from all security cameras.

13. Maintenance/Repair Checklists

- a. The Lottery has included a current checklist with the solicitation to assist technicians with the necessary steps required prior to arrival, during and prior to departure of a maintenance/repair service call, Attachment 4. An AXIS camera listing is also attached for the Offerors technician to indicate which cameras were involved in a location visit, Attachment 6.

14. Access to Lottery Resources

- a. The Offeror shall adhere to the following when remotely accessing the Lottery network or working onsite:
 - i. The Offeror shall ensure that access to Lottery systems, networks, and resources is conducted exclusively through Lottery-owned devices or devices owned and managed by the Offeror's company.

- ii. The use of personally owned devices to connect to Lottery resources is expressly prohibited.
- b. The Offeror shall ensure that all Offeror-owned devices, as applicable based on device type, are equipped with an active firewall and antivirus software with current signature updates installed prior to connecting to the Lottery's network.
- c. All Offeror-owned devices shall operate on the most current supported version of the applicable operating system, except as otherwise expressly approved or specified by the Lottery.
 - i. An Offeror-owned device may operate on a prior operating system version only when the Offeror's IT department has not yet completed testing and validation of the most current supported version.
 - ii. The Offeror shall ensure that no device with security patches outstanding for more than ninety (90) days is used to connect to the Lottery's network, provided that the applicable patch was made available within the preceding ninety (90)-day period.
 - iii. In the event that the operating system vendor (e.g., Microsoft or Apple) issues a critical security patch, the Offeror shall ensure that the patch is installed within two (2) weeks of release, unless the vendor formally retracts the patch.
- d. The Offeror shall comply with all Lottery IT access control requirements and shall be granted access solely to the specific system or systems necessary to perform the Offeror's contractual responsibilities.
- e. The Offeror shall utilize only remote access methods approved by the Lottery's IT Security and Compliance, such as RSA authentication and Virtual Private Network (VPN) access.

15. Installing Updates and Fixes:

- a. The Offeror shall obtain prior written approval from the Contract Administrator before installing any system updates, patches, or fixes.
- b. Prior to granting approval, the Contract Administrator shall open a ticket in the Lottery-approved IT service management system to document the issue and shall coordinate with the Network Center to obtain the current operating system and database patch levels. The Contract Administrator shall provide this information to the Offeror as part of the approval process. Alternatively, the Contract Administrator may arrange for Network Center staff to contact the Offeror directly to discuss the system configuration.
- c. The Offeror shall comply with the requirement that Lottery personnel provide human intervention to enable Contractor remote access. Such intervention may include the Lottery retaining custody of an RSA SecurID token or implementing other access control measures as determined appropriate by the IT Security Committee or the Information Technology Services Department. At the time of issuance of this RFP, RSA SecurID tokens are utilized. Following approval by the Contract Administrator, the Offeror shall coordinate with Lottery Data Center Operations to obtain the required token code to enable remote access.
- d. Offeror shall record actions taken and shall be logged using a system journal, log file, or other means such as a "jump box".

16. Annual Equipment/Inventory List

- a. The Offeror shall provide a complete and accurate equipment inventory for all Lottery locations supported under this contract.
- b. The Offeror shall provide the Lottery designee with an equipment inventory list every ninety (90) calendar days, regardless of whether any changes have occurred during that period. The Lottery reserves the right to request an updated inventory list prior to contract renewal.
- c. The Offeror shall provide a document certifying on their company letterhead that the equipment inventory is current, complete, and accurate as of the date of submission. This shall be signed by an authorized representative of the company.
- d. The Offeror shall update the inventory within thirty (30) calendar days of any equipment addition, removal, or replacement.
- e. Offeror shall provide a complete, accurate, and timely equipment inventory in accordance with the requirements of this RFP. Failure to do so may be considered a performance deficiency and may affect the Lottery's determination regarding the exercise of contract renewal options. Submission of incomplete, inaccurate, or untimely equipment inventories may result in the application of contract remedies as permitted under the Special Terms and Conditions – Performance.
- f. The Contractor shall provide all equipment inventories in a standardized Excel format approved by the Lottery and shall include, at a minimum, the Mandatory Data Fields identified in this Statement of Needs. Blank fields are not acceptable unless "N/A" is clearly documented. The Lottery may, at its discretion, may modify the required equipment inventory categories, data fields, or reporting format at any time during the contract term. The Lottery reserves the right to audit the Contractor's equipment inventory for accuracy at any time during the contract term.

Mandatory Data Fields

Contractor shall provide each item listed for every location and shall include, at a minimum, the following required data fields.

- The inventory equipment list shall be clearly labeled at the top of the document with the month, day, and year the information is provided to the Lottery.
- Equipment Type
- Manufacturer
- Model Number / Part Number
- Quantity
- Serial Number (or "N/A" where manufacturer does not provide)
- Location Name (facility or site name)
- Location within Facility (e.g., Lobby, Door, Parking Area)
- IP Address (or "N/A" if not applicable)
- Number of Camera Views (where applicable)
- SD Card Installed (Yes / No / N/A, where applicable) Maintenance Contract Coverage (Yes / No)

- Manufacturer Warranty Status (In/Out of Warranty, including warranty expiration date, if known)
 - Grand Total shall be provided on the Excel spreadsheet for Camera Totals, Camera Views and any NVRs., if applicable.
17. Annual Billing Requirements
- a. The Offeror shall submit invoices on an annual basis for all fees covered under the agreed-upon fixed rates. Fees for non-routine service calls or calls outside the agreed-upon fixed rates may be invoiced on an as-needed basis with prior approval from authorized Virginia Lottery employees. Refer to the pricing information provided in Attachment 2 for all applicable pricing requirements and instructions.
18. Service Level Agreements
- The Service Level Agreements (SLAs) contained in this section establish the Lottery's minimum service requirements for monitoring, maintenance, support, recording, storage, and management services under Lot II. While SLA requirements may be referenced throughout this Statement of Needs, the requirements contained in this Section shall prevail in the event of any conflict, inconsistency, or deviation.
- a. System Availability
- i. Offeror shall provide monitoring, recording, and support services twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, including holidays.
 - ii. Offeror shall maintain continuous monitoring of the Lottery's video surveillance environment and associated management platform(s).
 - iii. Offeror shall ensure authorized Lottery personnel maintain access to live and recorded video except during approved maintenance periods.
 - iv. Offeror shall notify the Lottery in advance of any scheduled maintenance that may impact system availability, recording functionality, or user access.
- b. Emergency Response
- Offeror shall prioritize restoration of monitoring and recording capabilities over non-Emergency service requests until full functionality is restored.
- i. Offeror shall provide immediate escalation and notification to designated Lottery personnel upon identification of an Emergency condition
 - ii. Emergency conditions include, but are not limited to:
 - Loss of video monitoring or recording capability;
 - Inability to view live or recorded video;
 - Failure of a Network Video Recorder (NVR), storage platform, or redundancy mechanisms;
 - Cybersecurity incidents impacting the video surveillance environment;
 - Any condition materially impacting security operations, evidence retention, or business operations.
 - iii. Offeror shall provide status updates throughout the resolution process for Emergency conditions and upon request for non-Emergency conditions.

- c. Response Times
 - i. Offeror shall provide an initial response to Emergency service requests within one (1) hour of notification or issue detection.
 - ii. Offeror shall ensure a qualified technician arrives at the affected Richmond location within four (4) hours of notification for standard and emergency service calls.
 - iii. Offeror shall provide a qualified technician to arrive on-site for responses to standard and emergency service requests and at Customer Service Center (CSC) locations within twenty-four (24) hours of notification.
- d. Monitoring and Notification
 - i. Offeror shall provide continuous monitoring of all Lottery cameras, recording devices, storage systems, and associated video management technologies included within the scope of the Contract.
 - ii. Offeror shall notify designated Lottery personnel immediately upon identification of any critical system failure, recording interruption, loss of recording capability, interruption in required video retention, storage failure, network connectivity issue, or loss of camera functionality.
- e. Recording and Storage Availability
 - i. Offeror shall ensure continuous recording capability is maintained in accordance with the requirements.
 - ii. Offeror shall ensure required video retention remains available and accessible during equipment, network, or storage failures through the proposed redundancy and failover solution.
 - iii. Offeror shall ensure authorized Lottery personnel can access, review, search, and export recorded video in accordance with the requirements.
 - iv. Offeror shall restore recording capability as quickly as practicable following identification of a recording interruption or failure.
- f. Excessive Downtime
 - i. Offeror shall ensure equipment, software, storage platforms, and monitoring services remain operational in accordance with the requirements in this solicitation.
 - ii. Offeror shall provide a pro-rated maintenance credit for each full day equipment or software remains inoperable beyond twenty-four (24) hours following notification.
 - iii. Offeror shall replace equipment or software at no charge upon Lottery request when such equipment or software remains inoperable for more than three (3) consecutive calendar days.
 - iv. Offeror shall ensure replacement equipment is installed and operational within two (2) business days following the Lottery's request unless otherwise approved by the Lottery.
- g. Escalation Requirements
 - i. Offeror shall provide escalation procedures identifying support levels, responsibilities, and points of contact for issue resolution.
 - ii. Offeror shall maintain escalation procedures capable of supporting twenty-four (24) hour response and communication requirements.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response:

- a. The cover page of this solicitation indicates proposals will be accepted as sealed. Proposals will be received for this procurement, preferably via electronic submission through the eVA vendor portal. Submissions can also be hand delivery to the Contract Officer indicated on the cover page. Submission in both formats is not required.

Digital Submission through eVA:

To be considered for selection, Offerors must submit a complete response to this Request for Proposals (RFP). Submissions shall include the following:

- i. One (1) original electronic proposal; and
- ii. One (1) electronic proposal with proprietary or confidential information redacted, as applicable and detailed in Section B.1(ii).

All digital submissions must be submitted electronically through eVA at: **www.eva.virginia.gov**. If an Offeror requires assistance with submitting an electronic response, the Offeror must contact **eVA Customer Care** at: eVACustomerCare@dgs.virginia.gov. or by phone at: 1-866-289-7367. Customer Care Hours: 8:00am to 5:00pm.

PAPER COPY SUBMISSION: To be considered for selection, Offerors must submit a complete response to this Request for Proposals (RFP).

Submissions shall include the following:

- i. One (1) copy of the proposal must be submitted to the Lottery. One (1) additional paper copy shall have all Proprietary information removed, if applicable, as detailed in Section B.1(ii); and
- ii. One (1) USB drive containing two electronic files: one (1) original copy of the proposal and one (1) copy of the proposal with proprietary information removed, as detailed in Section B.1(ii).

IF PROPOSAL IS MAILED: Offeror must mail proposal to the Virginia Lottery, Attention: Jennifer Mabie, 22nd Floor Purchasing Office, 600 East Main Street, Richmond, Virginia 23219. The proposal must be enclosed in an envelope or package and identified as follows:

Name of Offeror:

Due Date and Time:

Offeror's complete address:

RFP No. PR13352JM.

RFP Title: Maintenance of Virginia Lottery Security System

If a proposal is not identified as outlined above, the Offeror takes the risk that the proposal may be inadvertently opened and the information

compromised, which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope.

IF PROPOSAL IS HAND DELIVERED (INCLUDING COURIER):

Proposal must be delivered to 600 East Main Street, Richmond, Virginia 23219. Due to increased building security, an Offeror must only deliver a proposal to the Security Guard Station located on the Main Street entrance of the Lottery Headquarters, Main Street Centre (address above). However, the Security Guard is not responsible for identifying the date and time a proposal is received; only a Virginia Lottery employee can make that determination. The Security Guard will contact an appropriate Lottery employee for proposal receipt, and this process could take 30 minutes or longer.

- Late proposal will not be accepted.
- The Lottery does not conduct public openings.
- No other distribution of the proposal shall be made by the Offeror.
- Offerors shall also submit any additional information required within this solicitation or as requested by the Lottery for evaluation purposes.
- Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.
- Submission in all formats is not required. Bidders shall submit their bid in only one of the formats listed above.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror.
- b. Failure to submit all information requested may result in the Evaluation Team giving a lower evaluation score of the proposal.
- c. An explanation describing how you will accomplish each requirement must be included in your proposal. The phrase "fully comply" without an explanation is unacceptable. If a requirement is not being provided, state "Not Provided." Proposals, which are substantially incomplete or lack key information, may be rejected by the Lottery.
- d. Ownership of all data, materials and documentation originated and prepared for the Lottery pursuant to the RFP shall belong exclusively to the Lottery and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of §2.2-4342 of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as **highlighting or underlining** and must indicate only the specific words, figures, or

paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation:

- a. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation to the Evaluation Team. This provides an opportunity for the Offeror to clarify or elaborate on the proposal.

4. Proposal Timeline:

- a. All questions should be submitted in writing. No questions will be answered via telephone.

Pre-Proposal Conference	August 4, 2026
First Round of Questions Due	August 6, 2026
Estimated Date of 1 st Addendum Issued to Answer Questions	August 11, 2026
Second Round of Questions Due	August 14, 2026
Estimated Date of 2 nd Addendum Issued to Answer Questions	August 18, 2026
RFP Due Date	August 25, 2026, 3:00 PM
Tentative Award	November 30, 2026

Issue dates of Addenda are dependent on the number of questions received.

The Lottery does not guarantee a response to any questions received after **August 14, 2026**.

Single Point of Contact

Submit all inquiries concerning this RFP in writing via email, Subject “**Questions on PR13352JM**”

SPOC: Jenn Mabie

Email: JMabie@valottery.com

To ensure timely and adequate consideration of proposals, Offerors shall limit all contact concerning this RFP, whether written or verbal, to the designated SPOC for the duration of the RFP process.

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals shall be as thorough and detailed as possible so that the Lottery may properly evaluate Offeror’s capabilities to provide the required services. In addition to any other requirements for Proposals, Offerors are required to submit the following items as a complete proposal:

SECTION 1: SIGNED COVER PAGE, ADDENDA, AND/OR EXCEPTIONS TO TERMS AND CONDITIONS

Includes information required by the Lottery in reference to Offeror's business information and RFP requirements not related to the scope of work and pricing. This section also allows the Offeror to designate any proprietary information in the proposal. Please note marking the entire proposal as proprietary and/or the pricing submitted within the proposal as proprietary will not be accepted by the Lottery and risks proposal rejection. This section must include the following information at a minimum:

- i. A fully completed and signed Signature and Offeror Profile Sheet.
- ii. A fully complete Proprietary Information table which indicates the page number(s) containing proprietary information.

Proprietary Information Table:

Section/Title	Page Numbers	Reason(s) for Withholding it from Disclosure

- iii. Offerors may submit a proposal for one of the Lots or both Lots. Submission for both Lots is not required.
- iv. **Submitting a Proposal for Only One Lot:** Offerors submitting a proposal for only one (1) Lot shall submit a complete proposal addressing all requirements of that Lot. Only one (1) proposal is required. Proposals shall be organized and formatted in accordance with the requirements of this Solicitation. Offerors are requested to address each section and subsection in the order in which it appears in the RFP.
- v. **Submitting Proposals for Both Lots:** Offerors submitting proposals for both Lot I and Lot II shall submit **two (2) separate proposals**, one for each Lot. Each proposal shall independently address all requirements applicable to the corresponding Lot and shall be organized and formatted in accordance with this Solicitation. Offerors are requested to respond to each section and subsection in the order in which it appears in the RFP. **Section 1** (signed Cover Page, signed Addenda Acknowledgment(s), and Exceptions to Special Terms and Conditions) does not need to be duplicated in both proposals and may be submitted only once when responding to both Lot I and Lot II. **All other required proposal content shall be included in each Lot-specific proposal.**
- vi. The acknowledgement of any addenda released in reference to this RFP.
- vii. Desired exceptions to any Special Terms and Conditions and Cloud Terms and Conditions within the RFP: An Offeror's request to remove or modify a Special Term and Condition or Cloud Term and Condition within the RFP does not guarantee the Lottery's acceptance of the Special Term and Condition or Cloud Term and Condition exemption or any modification of a Term of Condition. ****NOTE: The Lottery will not**

sign any Offeror's documents, MSAs, or any other type of agreement(s). The Lottery's General Terms and Conditions shall not be negotiated.

SECTION 2: CAPABILITY (LOT 1 – ACCESS SYSTEM) 35 POINTS

1. Cloud-Based System and Mobile Functionality

The Offeror shall:

- a. Describe the capability to provide a cloud-based access control solution, including the hosting environment, security architecture, and administrative capabilities.
- b. Describe mobile capability to provide functionality, including secure access and administrative capabilities, and compatibility with iOS and Android platforms.
- c. Describe the capability to configure, and support required system capacity (e.g., concurrent clients and reader capacity) and to integrate with existing infrastructure retained by the Lottery.
- d. Describe the capability to integrate the cloud-based system with the Microsoft Azure platform via API.

2. Reporting Capabilities

The Offeror shall:

- a. Describe reporting capabilities, including automated/scheduled reports, on-demand (ad hoc) reporting, real-time notifications/alerts, and available report offerings.
- b. Describe reporting formats, delivery methods, and user customization options.
- c. Provide samples of standard and customizable reports. Samples are not required to be comprehensive or full guides; rather, sample submissions shall demonstrate the format, quality, and scope of deliverables. Offeror shall submit a list of the reports the system is capable of producing.

3. Upgrade and Replacement Capability

The Offeror shall:

- a. Demonstrate capability to implement system upgrades and manage equipment replacements, including planning, testing, approval controls, and implementation with minimal disruption.
- b. Describe how upgrades and replacements are planned, approved, executed, and documented, including rollback planning and post-change validation.

4. Testing and Inspection Capability

The Offeror shall:

- a. Demonstrate the capability to conduct system testing and inspection using standardized procedures.
- b. Describe documentation produced to validate system functionality, acceptance testing support, and compliance with applicable requirements.

5. Security, Remote Access, and Ticketing Controls

The Offeror shall:

- a. Describe your capability for remote access methods and security controls used to access Lottery resources (e.g., VPN and strong authentication), including how access is restricted to required systems only.
- b. Describe your capability to provide device security standards for Offeror-owned devices used for remote access (e.g., firewall/antivirus, current signature updates, supported operating systems, and timely application of security patches).
- c. Describe the change control/approval workflow for patches, updates, and fixes prior to installation, including documentation in a ticketing system and coordination with Lottery personnel.
- d. Describe the ticketing system used to track service requests end-to-end (initiation through resolution), including status visibility for authorized Lottery personnel.
- e. Describe logging/audit mechanisms used to record actions taken during remote sessions and maintenance activities (e.g., logs/journals/jump box records).

6. Value-Added Features

The Offeror shall:

- a. Describe any additional features, enhancements, or services not explicitly required that would provide added value to the Lottery.
- b. Clearly identify such features as value add in the proposal.

SECTION 3: METHODOLOGY (LOT I – ACCESS) 20 POINTS

1. Implementation & Operations

The Offeror shall:

- a. Provide a detailed methodology for replacing end-of-life control panels and legacy access control components currently in use by the Lottery (Lot I – Access Control & Alarm Systems).
- b. Describe a phased approach for removal, installation, configuration, and testing of replacement equipment, including scheduling to minimize disruption.
- c. Describe how continuity of operations will be maintained throughout the transition, including downtime avoidance, planning, and contingencies.
- d. Describe validation procedures to confirm compatibility with existing access control infrastructure.
- e. Describe how the proposed solution will meet required fail-safe / fail-secure configurations by location type (e.g., HQ vs. CSCs) and how configurations will be verified.
- f. Describe the approach to install new readers, as needed, in compliance with ADA height requirements and how any relocations/changes will be coordinated and approved.
- g. Describe the approach for permitting, code compliance, and coordination with landlord-managed facilities when approvals or additional requirements are required.

- h. Describe the approach for restoring finishes and building elements if impacted by installations, removals, or repairs, and how such items will be documented.
- i. Describe the Offerors approach to providing continuous, 24/7/365 system monitoring.
- j. Provide a proposed implementation schedule, including major milestones, estimated duration for each phase, by location, anticipated start and completion timeframes, required Lottery resources, if any, and any activities proposed to occur outside normal business hours.
- k. The Offeror shall submit proposed Service Level Agreements (SLAs) describing how the requirements of this Solicitation will be met. At a minimum, the submission shall address response times, service restoration timeframes, escalation procedures, system availability commitments, and other applicable performance standards.
- l. For any cloud-based services proposed, briefly describe how the Offeror will meet the requirements outlined in the Virginia Lottery Cloud Terms and Conditions, (Attachment 3). Offerors should restate the attachment in full or provide extensive narrative responses.

2. Maintenance, Repairs, and Lifecycle Management

The Offeror shall:

- a. Describe the Offeror's incident management process, including issue detection, escalation procedures, troubleshooting methodology, communication protocols, resolution management, and the process for receiving, triaging, and resolving service requests. For cloud-based services, describe how service incidents are managed and communicated.
- b. Describe the support model, including a dedicated support resource with a live representative 24 hours per day, 7 days per week, and escalation procedures for emergencies.
- c. Outline the methodology for ongoing preventative maintenance, including routine service schedules (minimum inspection frequency), test procedures, and documentation of completed work as well as what is included in the preventative maintenance checks.
- d. Describe how replacements of defective or obsolete equipment will be managed, proposed, and approved prior to implementation.
- e. Detail the lifecycle management approach, including proactive identification of aging or unsupported components, recommended refresh cycles, and risk-based prioritization.
- f. Describe battery maintenance and replacement methodology, including periodic testing and planned replacement intervals consistent with system requirements.
- g. Describe on-site response approach and geographic coverage to meet required response times for Richmond-area sites and CSC locations, including staffing plans and dispatch procedures.
- h. Describe how electrical deficiencies related to the security system (if identified) will be assessed, remediated, and documented.
- i. Describe how preventative maintenance will be completed quarterly at all locations and provide a written report after each visit.

3. Upgrades and Firmware Management

The Offeror shall:

- a. Describe the methodology for implementing system upgrades, including planning, testing, scheduling, validation, and post-implementation review.
- b. Describe a structured approach for firmware updates and security patches, including notification procedures, approval workflow, and post-installation verification.
- c. Describe how upgrades/patches will be coordinated with Lottery personnel and how changes will be scheduled (including after-hours preference, when applicable) to minimize operational impact.
- d. Describe how upgrade and patch activities will be documented, logged, and made available to the Lottery upon request.

4. Testing and Inspection

The Offeror shall:

- a. Describe standard procedures for system testing and inspection to ensure operational integrity and compliance with manufacturer specifications.
- b. Describe acceptance testing support, including demonstration, a defined testing period, issue remediation, and re-testing when required, are handled by the Offeror. Provide a sample testing and acceptance plan, including test procedures, acceptance criteria, responsible parties, documentation to be provided, and process for resolving deficiencies identified during testing.
- c. Describe how inspections are documented and how reporting is provided on system health, deficiencies, and corrective actions.

5. Inventory Management

The Offeror shall:

- a. Describe the methodology for maintaining, updating, and reporting on equipment inventories in support of the system. At a minimum, the response shall address the following:
 - i. The process for producing and delivering equipment inventory reports no less than once every ninety (90) days, including the defined timeframe for updating inventory records following any additions, removals, or replacements.
 - ii. The approach for ensuring all inventory data is provided in a standardized Excel format, including how required data fields are captured and maintained for all supported systems (e.g., IP address, storage media status, and other system-specific attributes, as applicable).
 - iii. Internal controls, validation procedures, and quality assurance measures used to ensure accuracy and completeness of inventory data, including the ability to certify inventory accuracy upon request.
 - iv. A sample equipment inventory template.

6. Training

The Offeror shall:

- a. Describe the approach to training Lottery personnel, including online training and in-person training options.

- b. Provide sample training materials (e.g., user guides, presentations, job aids) in digital format. Samples are not required to be comprehensive or full guides; rather, sample submissions shall demonstrate the format, quality, and scope of deliverables.
- c. Describe how training will be provided onsite when new equipment is installed, including scheduling and post-training support.

7. Service Levels, Downtime Avoidance, and Disaster Recovery

The Offeror shall:

- a. Describe the strategy to minimize system downtime and ensure continuous operation of access control, alarm, and video systems, as applicable.
- b. Provide defined Service Level Agreements (SLAs), including response times by location type/equipment, resolution, escalation procedures for emergency conditions, and communication protocols.
- c. Describe the approach to emergency response, including definition of emergency conditions, immediate escalation, and restoration prioritization.
- d. Describe disaster recovery and incident response planning, including system restoration timelines, redundancy measures (where applicable), and how monitoring continues during power/network disruptions and how status updates are provided throughout this process.
- e. Describe remedies/credits or service recovery procedures applicable to excessive downtime and equipment replacement timelines.

SECTION 4: EXPERIENCE (LOT I – ACCESS) 20 POINTS

1. Company Overview and Key Personnel

Offeror shall:

- a. Provide a company overview, including history, size, and areas of expertise.
- b. Provide an organizational chart and identify all personnel that would be assigned to the Lottery account, including roles and responsibilities. Include names, titles, and relevant experience of key staff who would be working on the Lottery account.
- c. Describe staffing coverage for required service levels (including after-hours/on-call coverage and geographic coverage for Richmond area sites and CSC locations).

2. Subcontractor Information

Offeror shall:

- a. If applicable, identify all subcontractor companies and describe their roles and responsibilities.
- b. Provide qualifications and experience for each subcontractor.
- c. Describe how subcontractors will be managed and held accountable for performance, including quality control and compliance with security requirements.

3. Certifications and Technical Qualifications

Offeror shall:

- a. Provide proof of certification and/or manufacturer-authorized training to service the proposed access control system(s) and, if applicable, the proposed video surveillance platform(s).
- b. List all relevant certifications, licenses, and specialized training held by technicians who will perform work under the Contract.
- c. Attach copies of all current certifications and describe how certifications will be maintained (including refresher training) throughout the Contract term and any renewal periods.

4. Case Studies

Offeror shall:

- a. Provide three (3) case studies that closely align with the scope of work in this RFP. Each case study shall include a description of the project, the Offeror's role, project dates, and the contract value. If the exact value cannot be disclosed, the Offeror shall provide a reasonable value range. Describe experience supporting systems with comparable requirements (e.g., access control, alarm monitoring)
- b. Describe key outcomes, challenges encountered, and mitigation strategies used for each case study, and explain why the project is relevant to the size and scope of this solicitation.

SECTION 5: PRICE (LOT I – ACCESS) 15 POINTS

The Offeror shall:

- a. Please refer to Attachment 1 for the detailed pricing tables, which must be completed in their entirety.

SECTION 6: SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESSES (LOT 1 -ACCESS) 10 POINTS

1. Offeror shall provide a detailed description of participation of minority-owned, woman-owned, and small businesses in the performance of this Contract through subcontracting programs. Please complete the SWaM table below. Please note: the Lottery only recognizes business certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as SWaM. Offerors may add additional lines as required:

Small Business Name and Certificate Number	Planned Involvement	Planned Contract Dollars
Certificate #:		\$
Certificate #:		\$
Total Planned Contract Dollars		\$

Offerors may find a list of registered SWaM companies by contacting SBSD or visiting <https://www.sbsd.virginia.gov/certification-division/swam/>.

SECTION 7: CAPABILITY (LOT II – AXIS) 35 POINTS

1. Video Platform Capability

The Offeror shall:

- a. Describe the centralized video management platform including real-time monitoring, playback, search, and export functionality.
- b. Describe system compatibility with desktop and mobile devices (iOS and Android).
- c. Describe system scalability and performance capabilities.
- d. Describe whether the proposed cloud solution has the capability to integrate with our Microsoft Azure platform via an API, if available.

2. Storage and Resiliency Capability

The Offeror shall:

- a. Demonstrate capability to provide multi-layer storage redundancy and describe the exact architecture the Offeror will provide (cloud, local, NVR).
- b. Describe retention capabilities to include a multi-layer approach and storage limits.
- c. Describe ability to ensure continuous recording during outages.
- d. Describe the capability to perform a mass export of video footage, including whether footage older than 180 days can be exported instead of overwritten, and securely transferred to the Virginia Lottery for long-term storage in the SAN system.
- e. Provide a storage and redundancy matrix that identifies each proposed storage/failover layer and explains how the proposed solution meets or exceeds the Lottery's minimum video retention, redundancy, failover, continuous recording, and data recovery requirements.

3. Support and Maintenance Capability

The Offeror shall:

- a. Describe staffing, tools, and resources available for system support and maintenance.
- b. Demonstrate ability to provide 24/7 support and monitoring services.
- c. Describe troubleshooting and incident resolution capabilities.
- d. Describe the capability to integrate the vendor's cloud solution with our Microsoft Azure platform to support the transfer of system logs to Azure Analytics and the Sentinel SIEM, if such functionality is available.

4. Cybersecurity and Access Control

The Offeror shall:

- a. Describe cybersecurity controls for protecting video data, including encryption and access control.
- b. Describe remote access security, authentication methods, and logging/audit capabilities.
- c. Describe compliance with applicable security standards and best practices.

5. Value-Added Features

The Offeror shall:

- a. Describe any additional features that enhance system functionality, performance, or usability.
- b. Identify optional services and associated costs.

SECTION 8: METHODOLOGY (LOT II – AXIS) 20 POINTS

1. Implementation & Operations

The Offeror shall:

- a. Describe the methodology and proposed implementation schedule for implementation, configuration, and integration of the AXIS video surveillance platform across all Lottery locations. The schedule shall include major milestones, estimated duration for each phase, anticipated start and completion timeframes, required Lottery resources, if any, and any activities proposed to occur outside normal business hours.
- b. Describe the phased approach for installation, configuration, and testing of cameras, NVRs, and associated components. Provide a sample testing and acceptance plan, including test procedures, acceptance criteria, responsible parties, documentation to be provided, and process for resolving deficiencies identified during testing.
- c. Describe how continuity of operations and uninterrupted video monitoring will be maintained during transition activities.
- d. Describe coordination with Lottery personnel for scheduling, approvals, and minimizing operational disruption.
- e. Describe compliance with permitting, building codes, and coordination with landlord-managed facilities where applicable.
- f. The Offeror shall submit proposed SLAs for the services provided under this Lot. The proposed SLAs shall meet or exceed the minimum service requirements identified in Section 18, Service Level Agreements.
- g. For any cloud-based services proposed, briefly describe how the Offeror will meet the requirements outlined in the Virginia Lottery Cloud Terms and Conditions (Attachment 3). Offeror should restate the attachment in full or provide extensive narrative responses.

2. Monitoring, Incident Response, and Operations

The Offeror shall:

- a. Describe the approach to providing 24/7/365 system monitoring with live support staff.
- b. Describe the Offeror's incident management process, including issue detection, escalation procedures, troubleshooting methodology, communication protocols, and resolution management. For cloud-based services, describe how service incidents are managed and communicated.
- c. Describe response time commitments and escalation procedures for critical system failures.
- d. Describe how temporary replacement equipment will be deployed when issues cannot be resolved immediately.
- e. Provide defined Service Level Agreements (SLAs), including response times by location type/equipment, resolution, escalation process for emergency conditions, and communication protocols. Downtime penalties or service credits.

- f. Describe the remediation plan when an issue cannot be resolved during the initial response and how status updates will be provided throughout this process.

3. Video Storage and Redundancy

The Offeror shall:

- a. Describe the methodology for implementing multi-layer video storage including cloud storage, local camera storage, and NVR/server-based storage.
- b. Describe retention policies and storage management processes for all recorded footage.
- c. Describe redundancy capabilities to ensure continuous video capture during system or network failures.
- d. Describe how data integrity and availability will be maintained across all storage layers.

4. Upgrades and Maintenance

The Offeror shall:

- a. Describe the process for performing system updates, patches, and firmware upgrades with Lottery approval. Describe if these updates/upgrades can be done in off work hours.
- b. Describe preventative maintenance schedules to include frequency and procedures, including inspections, cleaning, and testing, and written reports as well as what is included in your preventative maintenance visits.
- c. Describe repair processes and replacement of malfunctioning equipment, including coordination and approval requirements.

5. Reporting

The Offeror shall:

- a. Describe reporting capabilities including system performance reports, incident reports, and ad hoc reporting and ad hoc notifications reports.
- b. Describe how reports will be generated, delivered, and if there is an ability to customize to Lottery needs.
- c. Provide samples of standard and customizable reports. Samples are not required to be comprehensive or full guides; rather, sample submissions shall demonstrate the format, quality, and scope of deliverables. Offeror shall submit a list of the reports the system is capable of producing.

SECTION 9: EXPERIENCE (LOT II – AXIS) 20 POINTS

1. Company Overview and Key Personnel

Offeror shall:

- a. Provide a company overview including experience with video surveillance systems.
- b. Identify key personnel assigned to this project and their qualifications.
- c. List technician certifications and training.
- d. Describe staffing model for ongoing monitoring and support operations as well as oversight for subcontractors.
- e. Provide certifications for AXIS systems and related technologies.

2. Subcontractors

Offeror shall:

- a. Identify subcontractors and their roles.
- b. Provide qualifications and relevant experience.
- c. Describe management and oversight of subcontractors.

3. Case Studies

Offeror shall:

- a. Provide three (3) case studies that closely align with the scope of work in this RFP. Each case study shall include a description of the project, the Offeror's role, project dates, and the contract value. If the exact value cannot be disclosed, the Offeror shall provide a reasonable value range.
- b. Describe key outcomes, challenges encountered, and mitigation strategies used for each case study, and explain why the project is relevant to the size and scope of this solicitation.

SECTION 10: PRICE (LOT II – AXIS) 15 POINTS

The Offeror shall:

- a. Please refer to Attachment 2 for the detailed pricing tables, which must be completed in their entirety.

SECTION 11: SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESSES (LOT II – AXIS) 10 POINTS

1. Offeror shall provide a detailed description of participation of minority-owned, woman-owned, and small businesses in the performance of this Contract through subcontracting programs. Please complete the SWaM table below. Please note: the Lottery only recognizes business certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as SWaM. Offerors may add additional lines as required:

Small Business Name and Certificate Number	Planned Involvement	Planned Contract Dollars
Certificate #:		\$
Certificate #:		\$
Total Planned Contract Dollars		\$

Offerors may find a list of registered SWaM companies by contacting SBSD or visiting <https://www.sbsd.virginia.gov/certification-division/swam/>.

2. EVALUATION AND AWARD CRITERIA; LOT I AND LOT II:

A. EVALUATION

The Virginia Lottery seeks to Contract for the goods and services described herein with the responding Offeror(s) who submit the best proposal as modified through negotiations. The written proposals, and any subsequent negotiated offers, will be evaluated and judged by the Virginia Lottery based on the following criteria:

Evaluation Criteria	Scoring Points Available
Capability	35
Methodology	20
Experience	20
Price	15
SWaM	10
Total Points Available	100

B. AWARD OF CONTRACT:

One or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluation factors stated herein. Negotiations may be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the Lottery may select the Offeror(s) who, in its opinion, has made the best proposal, and award the Contract to that Offeror(s). The Lottery may cancel this RFP or reject proposals at any time prior to the award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should it be determined in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror.

V. SPECIAL TERMS AND CONDITIONS:

A. ADVERTISING:

In the event a Contract is awarded for supplies, equipment, and/or services resulting from this solicitation, no indication of such sales and/or services to the Lottery shall be used in product literature or advertising without the Lottery Executive Director's prior written approval. The Contractor shall not state in any of its advertising or product literature that the Lottery has purchased or uses its products and/or services.

B. AUDIT:

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Lottery and/or the Commonwealth of Virginia, whichever is sooner. The Lottery, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period and at no cost to the Lottery nor the Commonwealth of Virginia.

C. PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for 180 days. At the end of the 180day period, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

D. CANCELLATION OF CONTRACT:

The Lottery reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event of a material breach with no options to cure, the Lottery reserves the right to cancel this Contract within ten (10) days' written notice. If the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon sixty (60) days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

E. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

The Contractor assures that information and data obtained as to personally-identifiable information and circumstances related to Lottery players/ consumers, employees, retailers, vendors, applicants, and/or licensees will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and the Lottery's written consent and only in accordance with federal law or the *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a Contract are required to safeguard this information and immediately notify the Lottery of any breach or suspected breach in the security of such information. Contractors shall allow the Lottery to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

F. CONTINUITY OF SERVICES:

The Contractor recognizes that the services under this Contract are vital to the Lottery and must be continued without interruption and that, upon Contract expiration, a successor, either the Lottery or another Contractor, may continue them. The Contractor agrees:

1. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
2. To make all Lottery owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
3. That the Lottery Contracting Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall

negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

G. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:

With the signature of the Contractor's authorized representative on this solicitation, Contractor certifies that Contractor firm/individual and subcontractor are properly licensed for providing the goods/services specified.

Contractor Name:	
Subcontractor Name:	
License Number:	
License Type:	

H. DATA BREACH:

Notification and Response

The Contractor shall notify the Virginia Lottery as soon as practicable, but in no event later than twenty-four (24) hours after becoming aware, of any actual or suspected Cybersecurity Incident or Data Breach involving Virginia Lottery Data, including unauthorized access, acquisition, disclosure, alteration, or loss of data, whether maintained by the Contractor or its subcontractors. For purposes of this Agreement, "Cybersecurity Incident" means any actual or suspected event that results in, or has the potential to result in, unauthorized access to, disruption of, misuse of, modification of, or destruction of information systems, networks, applications, or data, or that compromises the Confidentiality, Integrity, or Availability (CIA) of Lottery information resources, including any error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Virginia Lottery Data or the safeguards implemented to protect such data.

Notice shall be provided by telephone and email to the Lottery's Director of Information Security and by email to the Lottery's Office of Legal Counsel (Deputy General Counsel) and Director of Security, and shall occur without unreasonable delay and in all events within the twenty-four (24) hour period stated above. The notice shall include, at a minimum:

1. A description of the nature of the incident and the date and time it was discovered;
2. The categories and approximate volume of Virginia Lottery Data affected;
3. Whether the data was encrypted, redacted, or otherwise protected, and whether encryption keys were compromised;

4. Actions taken or planned to contain, investigate, and remediate the incident; and
5. A designated point of contact responsible for coordinating incident response.

The Contractor shall fully cooperate with the Virginia Lottery, the Commonwealth of Virginia Fusion Center, law enforcement, and their designee(s) in incident investigation, forensic analysis, containment, remediation, and recovery activities, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Lottery. The Virginia Lottery retains the sole authority to determine whether external notifications (including notices to affected individuals, regulators, or law enforcement) are required and to approve the timing, method, and content of any such notifications.

Notification to Individuals and Costs

If notification to individuals or entities affected by the incident is required under applicable law (federal or state), the Contractor shall, at its own expense and only as approved by the Virginia Lottery with respect to timing, method, and content, provide such notification. In the case of Personally Identifiable Information (PII), and at the Virginia Lottery's sole election, the Contractor shall additionally: (i) notify affected individuals as soon as practicable but no later than required by applicable law, or, if no legally required notification period applies, within five (5) calendar days of the occurrence; (ii) reimburse the Virginia Lottery for any costs incurred in notifying affected individuals; (iii) provide third-party credit and identity monitoring services to each affected individual for the period required by applicable law, or, if no legally required monitoring period applies, for no less than twenty-four (24) months following the date of notification; (iv) perform any other actions required to comply with applicable law; (v) indemnify, defend, and hold harmless the Virginia Lottery and the Commonwealth of Virginia from and against any and all claims, including reasonable attorneys' fees, costs, and expenses, arising from or related to the occurrence; (vi) recreate lost Virginia Lottery Data in the manner and on the schedule set by the Virginia Lottery, without charge; and (vii) provide the Virginia Lottery a detailed plan within ten (10) calendar days of the occurrence describing the measures the Contractor will undertake to prevent a future occurrence.

To the extent the Contractor provides notification to affected individuals, such notification shall, at a minimum, include: (a) name and contact information of the Contractor's representative; (b) a description of the nature of the incident; (c) a list of the types of data involved; (d) the known or approximate date of the incident; (e) how the incident may affect the affected individual; (f) what steps the Contractor has taken to protect the affected individual; (g) what steps the affected individual can take to protect themselves; (h) contact information for major credit reporting agencies; and (i) information regarding the credit and identity monitoring services to be provided by the Contractor (if applicable).

Subcontractors

The Contractor shall ensure that all subcontractors are contractually bound to equivalent incident reporting and response obligations. The Contractor remains fully responsible for subcontractor actions or omissions.

I. DATA OWNERSHIP

All data provided to the Contractor by the Virginia Lottery, or collected, generated, processed, or stored on behalf of the Virginia Lottery under this Agreement (“Virginia Lottery Data”), remains the exclusive property of the Virginia Lottery. No rights, title, or interest in such data is transferred to the Contractor.

The Contractor shall act solely as a data custodian and shall not assert any ownership, lien, or other interest in Virginia Lottery Data.

Return and Destruction of Data

Upon termination or expiration of this Agreement, or upon written request by the Virginia Lottery, the Contractor shall:

1. Return all Virginia Lottery Data in a format designated by the Virginia Lottery; and
2. Securely delete or destroy all copies of Virginia Lottery Data, including backups and archival copies, within 30 days, unless retention is otherwise required by law or otherwise directed by the Lottery.

The Contractor shall provide written certification of data return and destruction upon completion. These obligations survive contract termination.

J. DATA USAGE

The Contractor shall use Virginia Lottery Data solely for the purpose of performing services expressly authorized under this Agreement and for no other purpose. Use of Virginia Lottery Data for analytics, product development, artificial intelligence training, marketing, benchmarking, resale, or disclosure to third parties is strictly prohibited unless explicitly authorized in writing by the Virginia Lottery.

Access Controls and Segregation

The Contractor shall:

- Restrict access to Virginia Lottery Data to authorized personnel with a demonstrated need-to-know;
- Implement logical and physical controls to prevent unauthorized access or use;
- Maintain segregation of Virginia Lottery Data from other customer or contractor data;

Location, Storage, and Transfer

The Contractor shall not store, process, or transmit Virginia Lottery Data outside of the Continental US without prior written authorization. Any data sharing, interconnection, or system-to-system exchange shall be documented and approved by the Virginia Lottery in writing to include the following the types of shared data and the direction(s) of data flow documented in a data flow diagram.

K. DISCOUNTS, PROMPT PAYMENT:

Discounts for prompt payment will not be calculated in determining net low proposal. Discounts for prompt payment will be shown on the purchase order/Contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the Virginia Lottery's Accounts Payable Department. Offeror shall indicate discount (if applicable) with the "Pricing section" near the end of this solicitation.

L. DISCOUNTS, OR PROMOTIONAL DISCOUNTS:

The Contractor shall extend any special or promotional sale prices or discounts immediately to the Lottery during the term of the Contract. Such notice shall also advise the duration of the specific sale or discount price.

M. FINAL INSPECTION:

At the conclusion of the work, the Contractor shall demonstrate to the Lottery's representative(s) that the work is fully operational and in compliance with Contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

N. FORCE MAJEURE:

The Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work here under which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

O. IDENTIFICATION AND DELIVERY OF PROPOSAL:

The cover page of this solicitation will indicate whether proposals will be accepted as sealed or unsealed. If this solicitation indicates "sealed" proposals will be received for this procurement, all proposals received must be enclosed in an envelope or package and identified as follows:

IF PROPOSAL IS MAILED: Offeror must mail proposal to the Virginia Lottery, Attention: 22nd Floor Purchasing Office, 600 East Main Street, Richmond, Virginia 23219. The proposal must be enclosed in an envelope or package and identified as follows:

Name of Offeror:

Due Date and Time:

Offeror's Complete Address:

RFP No. 13352JM

RFP Title: Maintenance of Virginia Lottery Security System

If a proposal is not identified as outlined above, the Offeror takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope.

DIGITAL SUBMISSION THROUGH EVA:

To be considered for selection, Offerors must submit a complete response to this Request for Proposals (RFP). Submissions shall include the following:

1. One (1) original electronic proposal; and
2. One (1) electronic proposal with proprietary or confidential information redacted, as applicable and detailed in Section B.1(ii).

All digital submissions must be submitted electronically through eVA at: www.eva.virginia.gov. If an Offeror requires assistance with submitting an electronic response, the Offeror must contact eVA Customer Care at: **eVACustomerCare@dgs.virginia.gov** or by phone at: **1-866-289-7367**. Customer Care Hours: 8:00am to 5:00pm.

PAPER COPY SUBMISSION: To be considered for selection, Offerors must submit a complete response to this Request for Proposals (RFP). Submissions shall include the following:

1. One (1) copy of the proposal must be submitted to the Lottery. One (1) additional paper copy shall have all proprietary information removed, if applicable, as detailed in Section B.1(ii); and
2. One (1) USB drive containing two electronic files: one (1) original copy of the proposal and one (1) copy of the proposal with proprietary information removed, as detailed in Section B.1(ii).

IF PROPOSAL IS MAILED: Offeror must mail proposal to the Virginia Lottery, Attention: Jennifer Mabie, 22nd Floor Purchasing Office, 600 East Main Street, Richmond, Virginia 23219. The proposal must be enclosed in an envelope or package and identified as follows:

Name of Offeror:

Due Date and Time:

Offeror's complete address:

RFP No. PR13352JM.

RFP Title: Maintenance of Virginia Lottery Security System

If a proposal is not identified as outlined above, the Offeror takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope.

IF PROPOSAL IS HAND DELIVERED (INCLUDING COURIER):

Proposal must be delivered to 600 East Main Street, Richmond, Virginia 23219. Due to increased building security, an Offeror must only deliver a proposal to the Security

Guard Station located on the Main Street entrance of the Lottery Headquarters, Main Street Centre (address above). However, the Security Guard is not responsible for identifying the date and time a proposal is received; only a Virginia Lottery employee can make that determination. The Security Guard will contact an appropriate Lottery employee for proposal receipt, and this process could take 30 minutes or longer.

1. Late proposal will not be accepted.
2. The Lottery does not conduct public openings.
3. Offerors shall also submit any additional information required within this solicitation or as requested by the Lottery for evaluation purposes.
4. **Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.**
5. Submission in all formats is not required. Bidders shall submit the bid in only one of the formats listed above.

P. INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Commonwealth of Virginia, the Lottery, their Board Members, officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of the Contractor, (ii) any act or omission of any employee, agent, or subcontractor of the Contractor, (iii) breach of any representation, warranty or covenant of the Contractor contained herein, (iv) any defect in the Contractor/subcontractor-provided products and/or services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Contractor/subcontractor-provided products and/or services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies, the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases involving the Commonwealth or state agencies, the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Contractor/subcontractor-provided products and/or services, including any components thereof, or that the Contractor's/subcontractor's performance or delivery of any product and/or service under this Contract infringes any third party's intellectual property rights and the Contractor is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Contractor shall immediately notify the Lottery in writing, via certified mail, specifying to what extent the Contractor believes it is

obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit the Lottery to appear and defend their interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the Lottery may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Contractor/subcontractor-provided Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or Contractor's/subcontractor's performance, and in addition to all other obligations of the Contractor in this Section, the Contractor shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof; or (b) replace or modify such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof, with non-infringing Deliverables, Products, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, satisfactory to the Lottery. And in addition, the Contractor shall provide the Lottery with a comparable temporary replacement product and/or service or reimburse the Lottery for the reasonable costs incurred by the Lottery in obtaining an alternative product and/or service, in the event the Lottery cannot use the affected Deliverable, Product, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, or any component thereof. If the Contractor cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then the Contractor shall accept the return of the infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, or any component thereof, along with any other components rendered unusable by the Lottery as a result of the infringing component, and refund the price paid to the Contractor for such components.

Q. INSTALLATION:

For products requiring installation, all items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises at the Contractor's cost.

R. NOTICE OF MATERIAL LEGAL DISPUTE:

Contractor shall notify the Lottery of its involvement in any legal dispute that is or may become material to this Contract. Contractor shall provide the Lottery with pertinent, non-privileged details upon request.

S. PERFORMANCE, CONTRACTOR:

Contractors providing goods and/or services to the Lottery are required to perform in accordance with the terms and conditions of their contract. When contractual requirements are not met, the following actions may be taken (at the Lottery's option):

1. Contractor Complaint Form:
If a Contractor fails to perform in accordance with the terms and conditions of the contract, the Lottery will prepare a Contractor Complaint Form. This form will be sent to the Contractor for a corrective action plan.
2. Default:
If the Contractor is non-responsive to the complaint form or does not satisfy the corrective action plan provided in the complaint form or provides an unsatisfactory corrective plan as determined by the Lottery, the Contractor may, at the Lottery's discretion, be placed in default and notified via Contractor Complaint Form.
3. Ineligible for Award:
Once placed in default, the Contractor will be ineligible to do business with the Lottery for purchases exceeding \$5,000 for a period of **three years**.
4. Re-procurement of Goods and/or Services:
In addition to a Contractor's ineligibility for award of contracts over \$5,000, the Lottery may procure the goods and/or services from other sources and hold the Contractor responsible for the price difference of the original contract amount and the amount of the new contract. The Lottery will follow competitive principles as outline herein for the re-procurement.

The Contractor will remain in default until the re-procurement costs have been paid to the Lottery. The Contractor is still subject to the three-year ineligibility based on the default regardless as to when the re-procurement cost is paid.

5. Number of Complaints:
 - a) For Term Contracts: If the Contractor has received three or more complaints within the initial contract period as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to submit a bid/proposal if the goods/services are re-solicited at expiration of contract. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.
 - b) For a Renewal Period: If the Contractor has received three or more complaints within a renewal period as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to submit a bid/proposal if the goods/services are re-solicited at expiration of contract. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.
 - c) For Spot Purchases: If the Contractor has received three or more complaints within a period of one year as documented by

Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to do business with the Lottery for purchases exceeding \$5,000 for a period of one year after the issuance of the third Contractor Complaint Form. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.

T. PREPROPOSAL CONFERENCE – OPTIONAL:

The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification regarding this solicitation. While attendance is not required to submit a proposal, it is **strongly recommended**.

Firms planning to participate are kindly requested to RSVP by emailing **IMABIE@VALOTTERY.COM** by July 31st. Advance notice of attendance is appreciated for planning purposes.

Pre-Proposal Conference Details: Schedule and Locations

- Virginia Lottery Headquarters (Initial Meeting)
600 E. Main Street, Richmond, VA 23219
- WTVR CBS 6 Station
3301 W. Broad Street, Richmond, VA 23230
- Prize Zone West (PZW)
5700 Huntsman Road, Richmond, VA 23250

The conference will begin at Virginia Lottery Headquarters at **8:30 AM on August 4, 2026**. Offerors must arrive at least 30 minutes early to allow time for parking and security check-in. A valid driver's license is required for entry. Please note that check-in times may vary based on attendance; early arrival is strongly encouraged.

Following a brief informational session at Headquarters (approximately 1 hour), attendees will travel to the additional locations in this order:

- WTVR 6 Station (approximately 30 minutes at WTVR) then
 - Prize Zone West (approximately 60 minutes at PZW)
- Travel time between locations is not included in these estimates.

Important Information

- Attendance is limited to two (2) representatives per Offeror.
- Offerors are responsible for their own transportation between all locations.
- Parking is available in public lots near Headquarters. Designated parking is available at WTVR and PZW; however, these lots may be limited, and street parking is also available.
- Offerors should bring a copy of the solicitation (digital or printed).
- Any changes resulting from this conference will be issued via written addendum to the solicitation.
- Offerors will have the opportunity to view existing equipment and ask questions.

U. PRICE ESCALATION/DE-ESCALATION:

Price adjustments may be permitted for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: *Consumer Price Index, CPI-U, Other Goods and Services*. No price increases will be authorized for 120 calendar days after the effective date of the Contract. Price escalation may be permitted only at the end of this period and each 120 days thereafter and only were verified to the satisfaction of the Lottery. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Lottery.

Contractor shall give not less than 30 days advance notice of any price increase to the Lottery. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Lottery; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

The Lottery will notify the Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Contract prices. The Contractor agrees to notify the Lottery immediately for any decreases which affect the cost of materials.

V. PRIME CONTRACTOR RESPONSIBILITIES:

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors that perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.

W. PRODUCT AVAILABILITY/SUBSTITUTION:

Substitution of a product, brand or manufacturer after the award of Contract is expressly prohibited unless approved in writing by the Contract Officer. The Lottery may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the Contract price, if the product for which the Contract was awarded becomes unavailable to the Contractor.

X. PRODUCT INFORMATION:

The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Lottery to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

Y. QUANTITIES:

Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at Contract prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

Z. REFERENCES:

Offerors shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, telephone number and email address.

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

AA. RENEGOTIATION OF CONTRACT

The Lottery reserves the right, at any time during the Contract term or any renewals of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the Lottery at the time of Contract execution. The Lottery may initiate such negotiations whenever the Lottery determines that it is in the Lottery's best fiscal interests to do so. Notwithstanding any other provision of this Contract to the contrary, the Lottery may terminate this Contract immediately and without penalty if the Lottery is unable to renegotiate the compensation with the Contractor to an amount which the Lottery determines to be appropriate.

BB RENEWAL OF CONTRACT:

This Contract may be renewed by the Lottery for three (3) successive one (1) year periods under the terms and conditions of the original Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Lottery's intention to renew shall be given approximately 90 days prior to the expiration date of each Contract period.

1. If the Lottery elects to exercise the option to renew the Contract for an

additional one-year period after the initial term, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index category of the CPI-U, ***Other Goods and Services***, of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Lottery elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the ***Other Goods and Services*** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

CC. SECURITY CLEARANCE – VIRGINIA LOTTERY:

All Contractor/subcontractor personnel, entering the Main Street Centre Building (or any other Lottery facility), are required to obtain security clearance prior to their arrival at the work site. For information on the clearance process, call Lottery Security at (804) 692-7200. Failure to obtain the necessary security clearance will result in access to the facility being denied.

DD. SECURITY LICENSE:

In accordance with § 9.1-139 of the *Code of Virginia* (1950), the Offeror shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a proposal. The Offeror shall place their license number in the space provided below:

Private Security Services Business License Number:	
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For assistance, Offerors may contact the Department of Criminal Justice Services at 804-786-0460.

EE. SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the Lottery. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Lottery the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

FF. WARRANTY:

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of click here following date of delivery. Should any defect be noted by the Lottery, the Lottery will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the Lottery does not require replacement or correction, but an equitable adjustment to the Contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Lottery and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the Lottery may have the materials corrected or replaced with similar items and charge the Contractor the costs incurred by the Lottery or obtain an equitable adjustment in the Contract price.

GG. CONFIDENTIALITY (LOTTERY):

The Lottery agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the Contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Lottery.

HH. CONFIDENTIALITY (CONTRACTOR):

The Contractor assures that information and data obtained as to personal facts and circumstances related to the Lottery including, but not limited to, Lottery players/consumers, employees, retailers, vendors, applicants, and/or licensees, will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and the Lottery's written consent. Any information to be disclosed, except to the Lottery, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

II. DEMONSTRATIONS:

By submitting a proposal, the Offeror certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Lottery reserves the right to require Offerors to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that an Offeror's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by an Offeror to promptly comply with a request for demonstration could result in its proposal being rejected. Failure to reject shall not relieve the Contractor of its obligation to fully comply with all requirements of the Contract.

JJ. EXCESSIVE DOWNTIME:

Equipment or software furnished under the Contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the Contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than twenty-four (24) hours, the Contractor shall promptly replace the equipment or software at no charge upon request of the Lottery. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within fifteen (15) days following the request for replacement.

KK. PRODUCT SUBSTITUTION:

During the term of any Contract resulting from this solicitation, the Contractor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the Contracting Officer whose name appears on the front of this solicitation, or his/her designee.

LL. QUALIFIED REPAIR PERSONNEL:

All warranty or maintenance services to be performed on the items specified in this solicitation, as well as any associated hardware or software, shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Lottery reserves the right to require proof of certification prior to contract award and at any time during the term of the Contract.

MM. REPAIR PARTS:

In the event that the performance of maintenance services under the Contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the Contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Lottery.

NN. SERVICE REPORTS:

Upon completion of any maintenance call, the Contractor shall provide the Lottery with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.

VI. GENERAL TERMS AND CONDITIONS:

A. ANTI-DISCRIMINATION:

Contractor certifies to the Lottery and the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and

shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the Lottery. In every Contract over \$10,000, the provisions in 1. and 2. below apply:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. ADDENDA:

Any changes or supplemental instructions to this Request for Proposals shall be in the form of written addenda. Each Offeror is responsible for determining that all addenda issued have been received and shall acknowledge receipt of all addenda in the space provided within the Pricing Schedule or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda so issued shall become part of the RFP and any resulting Contract documents.

C. ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a Contract over \$50,000, as a result of this solicitation, Lottery will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov).

D. ANTITRUST:

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Lottery and the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods and/or services purchased or acquired by the Lottery under said Contract.

E. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of the Commonwealth, in particular, Richmond, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations including Virginia Lottery Law § 58.1-4000 et seq. and the Virginia Lottery Purchasing Manual.

F. ASSIGNMENT OF CONTRACT:

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Lottery.

G. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the Lottery shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

H. PROPOSAL PRICE CURRENCY:

Unless stated otherwise in the solicitation, Offerors shall state proposal prices in US dollars.

I. CHANGES TO THE CONTRACT:

Changes can be made to the Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

2. The Lottery may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Lottery a credit for any savings. Said compensation shall be determined by one of the following methods:
By mutual agreement between the parties in writing; or

By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Lottery's right to audit the Contractor's records and/or to determine the correct number of units independently; or

By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The

Contractor shall present the Lottery with all vouchers and records of expenses incurred and savings realized. The Lottery shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Lottery within thirty (30) days from the date of receipt of the written order from the Lottery. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Lottery's Purchasing Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Lottery or with the performance of the Contract generally.

J. CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Contract Officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Lottery.

K. DEBARMENT STATUS:

By submitting their proposal, Offerors certify that they are not currently debarred by the Lottery and/or Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

L. DEFAULT:

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Lottery, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Lottery may have.

M. DRUG-FREE WORKPLACE:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

N. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposal, Offerors certify that their proposal are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

O. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written Contract with the Lottery, the Contractor certifies that it has not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

P. INFORMATION SECURITY REVIEW:

Should the Contractor's obligations involve creating, collecting, or storing Lottery information which is deemed sensitive by the Lottery, said Contractor shall participate in an annual information security review conducted by the Lottery Information Security Administrator to ensure that information protection policies and practices of the Contractor are sufficient for the Lottery information being created, collected and/or stored.

Q. INSURANCE:

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverage at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Lottery of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the Contract shall be in

noncompliance with the Contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Lottery and the Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the Contract.

R. NONDISCRIMINATION OF CONTRACTOR:

A Offeror or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the Lottery has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the Lottery shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

S. PAYMENT:

1. To Prime Contractor:
 - a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the Lottery Contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c) All goods or services provided under this Contract or purchase order, that are to be paid for with Lottery funds, shall be billed by the Contractor at the Contract price.
 - d) The following shall be deemed to be the date of payment: the date of

postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Lottery shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve the Lottery of its prompt payment obligations with respect to those charges which are not in dispute.

2. To Subcontractors:

- a) A Contractor awarded a Contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Lottery for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
 - ii. To notify the Lottery and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Lottery, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Lottery.

3. The Lottery encourages contractors and subcontractors to accept electronic and credit card payments.

T. PERSONNEL SECURITY CLEARANCES:

The Lottery requires that all Board members, officers and employees working directly on a Contract with the Lottery for such goods or services shall be subject to a criminal background search to be conducted by the chief security officer of the Lottery. Additionally, Lottery Regulation 5-20-410 extends this to include any parent or Subsidiary Corporation of the vendor providing Lottery online or instant ticket goods or services, and any shareholder of 5% or more of the vendor, its parent or Subsidiary Corporation.

No person who has been convicted of a felony, bookmaking or other form of illegal gambling, or of a crime involving moral turpitude, shall be employed on Contracts with vendors described in this section.

No Board member, officer, or employee of a vendor to the Lottery of online or instant ticket goods or services working directly on a Contract for such goods or services, or any person residing in the same household of such Board member, officer or employee, shall purchase a lottery ticket or share, or receive a prize paid on a ticket purchased by or transferred to such person.

U. PRECEDENCE OF TERMS:

The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF LOTTERY DOCUMENT, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

V. QUALIFICATION OF OFFEROR:

The Lottery may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/ furnish the goods and the Offeror shall furnish to the Lottery all such information and data for this purpose as may be requested. The Lottery reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Lottery further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Lottery that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

W. TAXES:

Sales to the Lottery are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

X. TESTING AND INSPECTION:

The Lottery reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Y. TRANSPORTATION AND PACKAGING:

By submitting their proposal, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

Z. USE OF BRAND NAMES:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Lottery, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Lottery to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in a lower score of Offeror's proposal. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

VII. METHOD OF PAYMENT AND INVOICING:

Offeror shall provide invoices based on a schedule set forth in any resulting Contract. Invoices shall be sent directly to the payment address below.

Invoices shall be rendered directly to:
Virginia Lottery
Attention: Accounts Payable
VLAP@valottery.com (*preferable*)
600 East Main Street
Richmond, VA 23219

Invoice must contain the following information:

- Virginia Lottery's contract number;
- description of the goods and services;
- date goods and services were provided;
- invoice total;
- Contractor's Federal Identification Number or Federal Employer's Number.

If this information is not contained in the invoice, the invoice may be returned to the Contractor.

VIII. DISCOUNT FOR PROMPT PAYMENT:

Discount for prompt payment at: _____%/Net _____ days (see Discount for Prompt Payment requirement herein). This Discount will not be calculated in determining low bid amount(s).

IX. PRICING:

The Offeror agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Request for Proposal at the following price(s): Please see pricing information in Attachment 1 & 2.

X. ADDENDA:

Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request for Proposals:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

[SIGNATURE PAGE FOLLOWS]

XI. SIGNATURE AND OFFEROR PROFILE SHEET:

All proposals must be signed below in order to be considered.

All prices shall be F.O.B. to the delivery address(s) as specified herein. Freight, delivery costs, and incidental charges shall be included in the proposal price(s).

In compliance with this Request for Proposal #PR13180JM and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services proposal herein.

Complete Legal Name of Firm	
Address	
Remit To Address	
Authorized Signature	
Print Name	
Title	FIN #
Email	Telephone
Offeror Profile: Offeror shall indicate whether they are <i>certified</i> with the Virginia Department of Small Business and Supplier Diversity as a (check all that apply)	
☐ Small Business ☐ Minority-Owned Business ☐ Woman-Owned Business	
Certification Number: Expiration Date:	
Definitions and information on how to become certified may be obtained at www.sbsd.virginia.gov	

Contact person regarding this Proposal	
Check here to use above contact ☐ or provide name below:	
Name:	
Email	Phone

XII. OFFERORS CHECKLIST:

The intent of the checklist is to assist the Offeror in providing a responsive proposal. It may not include all the requirements necessary to submit a responsive proposal. It is the responsibility of the Offeror to read the entire solicitation.

	The Offeror acknowledges that the pre-proposal conference is optional; however, attendance is highly recommended. See page 58 for details.
	Offeror has clear understanding of goods/services requested
	Offeror understands and agrees to all Special and General Terms & Conditions and Cloud Terms and Conditions.
	Any tables/boxes within the Special Terms and Conditions must be completed by the Offeror (Offeror must write in these tables/boxes) .
	Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.
	Offerors are not required to submit proposals for both Lots and may submit a proposal for either Lot I or Lot II only.
	Offerors responding to <u>both</u> Lot I and Lot II: Offerors submitting proposals for both Lot I and Lot II shall submit two (2) separate proposals, one for each Lot. However, only one (1) response to Section 1 (see page 37) is required. The signed Cover Page signed Addenda Acknowledgment(s), and any Exceptions to the Special Terms and Conditions may be submitted once and does not need to be duplicated in both proposals.
	Offeror understands when proposal is due
	Offeror understands where to submit their proposal.
	Offeror understands the Pricing Attachment(s) needs to be completely filled out with a grand total noted for each Lot you are submitting a proposal for.
	Offeror understands that once a proposal is opened it is a binding document.
	Offeror signed and provided all information requested on RFP Signature Page.
	Offeror understands that contact with the Contract Specialist is encouraged if any questions arise prior to submitting a proposal.
	The Offeror acknowledges that, if selected prior to award, they may be asked to submit a Certificate of Insurance to the Lottery in accordance with the requirements set forth in the General Terms and Conditions, Insurance section, page 67.
	Offeror acknowledges that submission of a completed COVA W-9 Form is required. The form must be signed either electronically via Docusign, Adobe Signature, or with a handwritten signature.

XIII. ATTACHMENTS

The following attachments are included in this solicitation:

1. Pricing Schedule – Lot I (Offeror must complete if submitting a proposal for Lot I)
2. Pricing Schedule – Lot II (Offeror must complete if submitting a proposal for Lot II)
3. Cloud Terms and Conditions
4. Current Axis Maintenance, Installation and New Replacement Checklist.
5. Current Access Equipment List
6. Current Axis Equipment List
7. COV W9 – This document must be submitted with your proposal.