

# Commonwealth of Virginia



## Request for Sealed Proposals

Title: Maintenance of Virginia Lottery Security System

Due Date: August 11, 2021

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Request for Proposals (RFP) #: ..... PR5075PM

RFP Issue Date: ..... June 23, 2021

Contract Term: ..... February 26, 2022 through February 25, 2024

Proposal Due Date and Time: ..... August 11, 2021; 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: \_\_\_\_\_

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I. **PURPOSE:**

The Virginia Lottery (“Lottery”), an independent agency of the Commonwealth of Virginia, is seeking proposals from qualified firms to establish a Contract(s) for maintenance of the current Security System through competitive negotiations. The resulting Contract shall consist of preventative maintenance and repairs, in addition to, 24/7 continuous monitoring service for all Lottery locations. The Lottery reserves the right to make separate awards consisting of a Contract for the maintenance and repairs of the access control system and another Contract for the maintenance, repairs and 24/7 continuous monitoring of the integrated system of television cameras.

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”)  
600 E. Main Street  
Richmond, VA 23219  
804/692-7000

Prize Zone West (“PZW”)  
1620 E. Parham Road  
Richmond, VA 23228  
804/692-7950

CBS 6, WTVR-TV  
3301 West Broad Street  
Richmond, VA 23230  
804/868-5000

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

Shenandoah Valley  
1790-26 E. Market Street  
Harrisonburg, VA 22801  
540/433-7979

Hampton Roads  
2306-2308 W. Mercury Boulevard  
Hampton, VA 23666  
757/825-7800

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

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

Southwest Virginia  
408 E. Main Street  
Abingdon, VA 24210  
276/676-5540

Carolina Avenue Data Center  
4683 Carolina Avenue  
Richmond, VA 23222  
804/228-7788

The above locations may change during the Contract term. Contractor(s) shall be responsible for furnishing, installing, and maintaining equipment installed at any new location. The Lottery and Contractor(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:**

Offerors shall provide all personnel, labor, management, tools, materials, equipment, and freight necessary to provide monitoring, on call repair, service support and applicable routine preventative maintenance for all components of the Lottery's Security System (access control and/or 24/7 continuous monitoring of integrated system of television cameras). The Contractor shall be required to repair or replace hardware upon failure and correct software problems, corrupted files, or program anomalies.

A. Current System Description

1. Access Control

- a. The Lottery is currently utilizing Honeywell's ProWatch physical access control software, version 4.4.06, running on 2016 Microsoft Window servers. Servers are maintained by the Lottery's network center and service is provided for servers running up to Windows 2019. Contractor provides for 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 128 readers maximum (including labor, parts, and travel). The Software ID for the Honeywell ProWatch system will not be provided as it is confidential to the security interests of the Lottery. Renewal costs shall be calculated by number of readers and workstations.
- b. 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

- a. The current system provides for 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

- a. 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-LVE MK-II outdoor camera, P3225-LV MK-II indoor camera, P3245-LV indoor camera, P3717PLE indoor camera, S2008 4TB NVR, S2016 8TB NVR, S2016 MK-II NVR.

- B. Existing Equipment. A Lottery equipment list is an attachment to the solicitation for reference.

**ACCESS CONTROL & ALARM SYSTEMS**

**Readers at HQ and CSCs**

Farmville - Central VA	6 readers
Hampton - Hampton Roads	3 readers
Harrisonburg - Shenandoah Valley	4 readers
Abingdon - Southwest VA	3 readers
Roanoke - Roanoke Valley	2 readers
Woodbridge - Northern VA	3 readers
PZW Richmond - Prize Zone West	5 readers
Richmond - Carolina Ave. Data Ctr.	0 readers
Richmond - WTVR CBS6	2 readers
Richmond - HQ	81 readers

**Alarm Control Panels**

Farmville - 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 - 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 - 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 - Southwest VA

Security Management System:

intelligent controller	1 controller
reader board	2 boards

	<u>Intrusion Detection System:</u>	
Roanoke - Roanoke Valley	security panel/intrusion panel	1 panel
	<u>Security Management System:</u>	
	intelligent controller	1 controller
	reader board	1 board
Woodbridge - Northern VA	<u>Intrusion Detection System:</u>	
	security panel/intrusion panel	1 panel
	<u>Security Management System:</u>	
	intelligent controller	1 controller
	reader board	2 boards
PZW Richmond - Prize Zone West	<u>Intrusion Detection System:</u>	
	security panel/intrusion panel	1 panel
	<u>Security Management System:</u>	
	intelligent controller	1 controller
	reader board	3 boards
Richmond - Carolina Avenue Data Center	<u>Intrusion Detection System:</u>	
	security panel/intrusion panel	1 panel
	Contractor shall not be responsible for security management or intrusion detection systems.	
Richmond - WTVR CBS6	<u>Security Management System:</u>	
	intelligent controller	1 controller
	reader board	0 board
Richmond - HQ	<u>Intrusion Detection System:</u>	
	security panel/intrusion panel	1 panel
	<u>Security Management System:</u>	
	intelligent controller	9 controllers
	reader board	41 boards
	<u>Intrusion Detection System:</u>	
	security panel/intrusion panel	1 panel*
	(*Contractor shall not be responsible for this panel)	

**Panic/Duress Buttons and Blue Strobe Lights**

Farmville - Central VA	3 buttons, 0 lights
Hampton - Hampton Roads	3 buttons, 3 lights
Harrisonburg - Shenandoah Valley	3 buttons, 2 lights
Abingdon - Southwest VA	1 button, 2 lights
Roanoke - Roanoke Valley	1 button, 2 lights
Woodbridge - Northern VA	3 buttons, 3 lights
PZW Richmond - Prize Zone West	1 button, 2 lights
Richmond - Carolina Ave. Data Ctr.	Contractor not responsible
Richmond - WTVR CBS6	Contractor not responsible
Richmond - HQ	Contractor 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 Contractor does not monitor. These two (2) locations have building controlled fire alarm systems. All standalone fire alarm panels are serviced by other vendors.

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

### **Motion Detectors**

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

### **Glass Breakage Alarms and White Strobe Lights**

Farmville - Central VA	0 lights
Hampton - Hampton Roads	4 lights
Harrisonburg - Shenandoah Valley	0 lights
Abingdon - Southwest VA	0 lights
Roanoke - Roanoke Valley	8 lights
Woodbridge - Northern VA	4 lights
PZW Richmond - Prize Zone West	0 lights
Richmond - Carolina Ave. Data Ctr.	Contractor not responsible
Richmond - WTVR CBS6	Contractor not responsible
Richmond - HQ	Contractor not responsible

### **Heat Detectors**

Farmville - Central VA	7 detectors
Hampton - Hampton Roads	0 detectors
Harrisonburg - Shenandoah Valley	4 detectors
Abingdon - Southwest VA	11 detectors
Roanoke - Roanoke Valley	0 detectors



Woodbridge - Northern VA	0 detectors
PZW Richmond - Prize Zone West	Contractor not responsible
Richmond - Carolina Ave. Data Ctr.	Contractor not responsible
Richmond - WTVR CBS6	Contractor not responsible
Richmond - HQ	Contractor not responsible

**AXIS CAMERA SYSTEM**

**Cameras at HQ and CSCs**

Farmville - Central VA	6 cameras + NVR
Hampton - Hampton Roads	10 cameras + NVR
Harrisonburg - Shenandoah Valley	5 cameras + NVR
Abingdon - Southwest VA	7 cameras + NVR
Roanoke - Roanoke Valley	6 cameras + NVR
Woodbridge - Northern VA	10 cameras + NVR
PZW Richmond - Prize Zone West	6 cameras + NVR
Richmond - Carolina Ave. Data Ctr.	3 cameras + NVR
Richmond - WTVR CBS6	2 cameras + NVR
Richmond - HQ	36 cameras + NVR

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

1. Requirements

- a. Contractor shall be responsible for responding, troubleshooting, and managing the Lottery’s access control and alarm systems at all locations.
- b. Contractor shall have the ability to set up, install, configure, maintain, manage, and update current and new access readers and alarm components to the Lottery’s system.
- c. Contractor shall have the ability to perform any remote software upgrades, firmware upgrades and security patches on the Honeywell’s ProWatch physical access control software at all locations.
- d. Contractor shall coordinate with Lottery personnel prior to performing any remote software upgrades, firmware upgrades and security patches on Honeywell’s ProWatch physical access control software at all locations.
- e. Contractor shall have the ability to provide reports on a monthly and quarterly basis. These reports shall include information relating to the overall performance of the 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.
- f. During the Contract term, the Lottery shall welcome suggestions from the Contractor for improving performance, picture quality and reporting currently utilized.

2. Manage/Replace Requirements

- a. Contractor shall provide proof of certification or specialized training to sell and service/maintain Pro-Watch software systems. Contractor 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. It shall be the Contractor's responsibility to become familiar with the types of existing Lottery IT equipment and connections. The Lottery is not requiring a site inspection of each location in Types 1 and 2 prior to submitting a proposal. What shall be required is for the Contractor to choose one (1) site in Types 1 and 2 representing each wiring configuration for their inspection. All locations in Type 3 shall be visited.

Type 1      Closet Configuration CSCs  
Hampton - Hampton Roads  
Woodbridge - Northern VA  
PZW Richmond - Prize Zone West

Type 2      Secured Warehouse Cabinet Configuration CSCs  
Farmville - Central VA  
Roanoke - Roanoke Valley  
Harrisonburg - Shenandoah Valley  
Abingdon - Southwest VA

Type 3      Mandatory Visit Locations (must visit all)  
Richmond - Carolina Ave. Data Ctr.  
Richmond - HQ  
Richmond - WTVR CBS6

**Attachment A (Verification of Site Inspections) must be completed with the pertinent information from your one (1) inspection from Type 1 list, your one (1) inspection from Type 2 list and all three (3) inspections from Type 3 list. The Attachment must be submitted with the proposal. Absence of Attachment A will render a proposal nonresponsive.** Contractors are encouraged to subcontract with other contractors; however, the prime contractor shall be solely responsible for all work performed.

- c. The Contractor shall contact the designated Lottery representative to confirm a date and time for a site visit and resulting maintenance visits, which shall be the least disruptive to day-to-day operations and the integrity of existing building security.
- d. If needed for any CSC relocations or upgrades to equipment, Contractor shall obtain and pay for all necessary permits,

permit application fees, licenses or any fees required. The Contractor 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 Contractor 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 Contractor shall in no way relieve them of responsibility.

- e. The Pro-Watch software currently in use defines, controls, and continuously monitors physical access to all Lottery locations for a maximum of five (5) concurrent clients and 128 readers. This security software package shall continue to be accessed through a Pro-Watch application on a desktop computer.
- f. Continuous monitoring of physical access shall occur on a seven (7) day per week, 24 hour per day basis, including state holidays and shall consist of notifying police and a Lottery designee if an alarm is activated at any of the Contractor 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.
- g. Any newly installed card readers shall be installed at heights to be in compliance with the American with Disabilities Act ("ADA") requirements. Any additional readers or changes to reader locations shall be coordinated and approved by a Lottery designee.
- h. The Lottery will determine fail-safe (doors automatically unlock) or fail-secure (doors automatically lock) for any newly installed card readers. The card readers on the doors at HQ are not installed on emergency circuits. In the event of a power loss, the doors are fail-safe (doors automatically unlock). Card readers on the doors at the CSC locations need to be fail-secure (doors automatically lock) in the event of a power loss.
- i. 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.
- j. Any electrical deficiencies related to the Lottery's security system in any of the locations shall be the responsibility of the Contractor to upgrade. The Lottery is not aware of any electrical deficiencies in any of the locations, but if deficiencies exist, the Contractor shall be responsible for upgrading them.
- k. Contractor shall make repairs/restoration to finishes and building elements if damaged by requested system upgrade/installation.
- l. Lottery shall have the capability to run reports in reference to location access history.

3. Testing and Inspection

- a. If new equipment is installed during the Contract term, Contractor shall demonstrate new equipment at each location in the presence of a Lottery contact. 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. Contractor 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 Contractor 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 Contractor 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.

4. Training

- a. Contractor shall be responsible for all training of Lottery personnel in the proper operation of newly installed equipment at each location, if necessary.
- b. All training shall be at no cost to the Lottery and include all related materials and documentation.
- c. The Lottery is flexible regarding how training shall be conducted by the Contractor (e.g., face-to-face, webinar, etc.).

5. Warranty

- a. One (1) 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. Contractor warranty shall commence on the date of final acceptance of each newly installed card reader location, etc.
- c. Contractor 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. Annual Inventory List

- a. Contractor shall provide an annual inventory list to the Contract Administrator. The inventory list shall include additional items installed by the Contractor after provision of the previous list. Documentation shall include equipment

status, such as if under warranty or under maintenance Contract. Deleted items shall be removed from the inventory list, in addition to, being removed from the maintenance Contract. Frequent equipment installations may require repeated inventory list submissions.

7. Preventative Maintenance, Repairs and Excessive Downtime

a. Preventative Maintenance

- 1) Contractor shall inspect equipment located at all Lottery locations a minimum of three (3) times 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.
- 2) Parts shall be replaced, 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.
- 3) All batteries shall be replaced every two (2) years at no additional cost to the Lottery unless discovered as deficient at time of inspection.
- 4) A written report of the results of each preventative maintenance visit shall be provided to the Lottery designee.
- 5) 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)

- 1) Contractor shall respond to service calls as required by the Lottery on a seven (7) days per week, 24 hours per day basis, including state holidays. For Richmond locations, on-site response time for standard 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) shall be within 24 hours following initial notification.
- 2) Service shall be performed by a trained staff.

- 3) Contractor shall provide a flat hourly rate for labor. This rate shall be all inclusive of travel, per diem, mileage, overtime, incidentals, parts delivery, environmental fees, fuel, or other miscellaneous surcharges.
- 4) The cost of repair parts or other additional costs shall be approved in writing by the Lottery prior to repairs being made.
- 5) The Lottery shall be billed per maintenance/service call.
- 6) 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.
- 7) Repairs required due to accident, misuse, abuse, neglect, theft, acts of God, lightening, vandalism, electrical power failure, fire, water, or other casualty, and repairs made necessary by service performed by personnel other than those of the Contractor are not included in the annual maintenance price but shall be billed at the time and materials rate indicated in the Pricing Schedule.
- 8) Contractor shall only respond to service call requests from the Lottery Contract Administrator and/or designated Lottery personnel at the CSCs.
- 9) No modifications to the equipment except those specified and submitted in writing by the Technical Service Department after receiving written approval from the Lottery Contract Administrator shall be initiated.

8. 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 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 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.

9. Disaster Recovery Plan

- a. Contractor shall propose how access monitoring would be provided during excessive downtime and short-term downtime (e.g., loss of electricity to HQ or CSC locations and doors are either unlocked or locked during downtime). The maximum amount of use time expected for backup power supply would be approximately 45 minutes.

**D. LOT II. AXIS CAMERA MONITORING AND MAINTENANCE**

1. Requirements

- a. Contractor shall provide 24/7 monitoring capabilities and be responsible for responding, troubleshooting, and managing the Lottery's AXIS digital cameras and NVRs at all locations.
- b. Contractor 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.
- c. Contractor 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.
- d. Contractor shall coordinate with Lottery personnel prior to performing any remote software upgrades, firmware upgrades and security patches on the AXIS digital cameras and NVRs at all locations. The Lottery prefers any upgrades be applied after hours to ensure the cameras and NVRs are running at peak performance after the upgrade. Contractor shall maintain a record of all upgrades applied and when they occurred.
- e. Contractor shall have a 24/7 call center or level one help desk staffed by employees possessing basic IT, workstation, server, networking and troubleshooting skills for users or administrators of the Lottery's enterprise network environment to remotely troubleshoot and resolve issues. Contractor shall provide a toll-free phone number to be utilized by Lottery personnel when issues arise.
- f. Contractor 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 Lottery personnel.
- g. Contractor shall have the ability to provide reports on a monthly and quarterly basis. These reports shall include information relating to the overall performance of the AXIS camera system. 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.

- h. During the Contract term, the Lottery shall welcome suggestions from the Contractor for improving performance, picture quality and reporting currently utilized.

2. Manage/Replace Requirements

- a. Contractor shall provide proof of certification or specialized training to sell and service/maintain AXIS cameras. Contractor 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. It shall be the Contractor's responsibility to become familiar with the types of existing Lottery IT equipment and connections. The Lottery is not requiring a site inspection of each location in Types 1 and 2 prior to submitting a proposal. What shall be required is for the Contractor to choose one (1) site in Types 1 and 2 representing each wiring configuration for their inspection. All locations in Type 3 shall be visited.

Type 1      Closet Configuration CSCs  
Hampton - Hampton Roads  
Woodbridge - Northern VA  
PZW Richmond - Prize Zone West

Type 2      Secured Warehouse Cabinet Configuration CSCs  
Farmville - Central VA  
Roanoke - Roanoke Valley  
Harrisonburg - Shenandoah Valley  
Abingdon - Southwest VA

Type 3      Mandatory Visit Locations (must visit all)  
Richmond - Carolina Ave. Data Ctr.  
Richmond - HQ  
Richmond - WTVR CBS6

**Attachment A (Verification of Site Inspections) must be completed with the pertinent information from your one (1) inspection from Type 1 list, your one (1) inspection from Type 2 list and all three (3) inspections from Type 3 list. The Attachment must be submitted with the proposal. Absence of Attachment A will render a proposal nonresponsive.** Contractors are encouraged to subcontract with other contractors; however, the prime contractor shall be solely responsible for all work performed.

- c. The Contractor shall contact the designated Lottery representative to confirm a date and time for a site visit and resulting maintenance visits, which shall be the least disruptive to day-to-day operations and the integrity of existing building



- security.
- d. If needed for any CSC relocations or upgrades to equipment, Contractor shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required. The Contractor 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 Contractor 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 Contractor shall in no way relieve them of responsibility.
  - e. The software currently in use shall continue to be accessed through an AXIS camera station client on a desktop computer.
  - f. Any electrical deficiencies related to the Lottery's security system in any of the locations shall be the responsibility of the Contractor to upgrade. The Lottery is not aware of any electrical deficiencies in any of the locations, but if deficiencies exist, the Contractor shall be responsible for upgrading them.
  - g. Contractor shall make repairs/restoration to finishes and building elements if damaged by requested system upgrade/installation.
  - h. Lottery shall have the capability to run reports in reference to location access history.

### 3. Testing and Inspection

- a. If new equipment is installed during the Contract term, Contractor 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. Contractor 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 Contractor 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 Contractor 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.

### 4. Training

- a. Contractor shall be responsible for all training of Lottery

personnel in the proper operation of newly installed equipment at each location, if necessary.

- b. All training shall be at no cost to the Lottery and include all related materials and documentation.
- c. The Lottery is flexible regarding how training shall be conducted by the Contractor (e.g., face-to-face, webinar, etc.).

5. Warranty

- a. One (1) 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. Contractor warranty will commence on the date of final acceptance of each newly installed camera, NVR, etc.
- c. Contractor shall resolve issues pertaining to warranted parts, service and support directly with the manufacturer. The Lottery will not be referred to a third-party vendor.

6. Annual Inventory List

- a. Contractor shall provide an annual inventory list to the Contract Administrator. Each inventory list shall include additional items installed by the Contractor after provision of the previous list. Documentation shall include equipment status, such as if under warranty or under maintenance Contract. Deleted items shall be removed from the inventory list, in addition to, being removed from the maintenance Contract. Frequent equipment installations may require repeated inventory list submissions.

7. Preventative Maintenance, Repairs and Excessive Downtime

- a. Preventative Maintenance
  - 1) Contractor shall inspect equipment located at all the Lottery locations a minimum of three (3) times per year. Inspections shall include cleaning and testing of the equipment to include 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.
  - 2) Parts shall be replaced, 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.

- 3) 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.
- 4) A written report of the results of each preventative maintenance visit shall be provided to the Lottery designee.
- 5) 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)

- 1) Contractor shall respond to service calls as required by the Lottery on a seven (7) days per week, 24 hours per day basis, including state holidays. For Richmond locations, on-site response time for standard 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) shall be within 24 hours following initial notification.
- 2) Service shall be performed by a trained staff.
- 3) Contractor shall provide a flat hourly rate for labor. This rate shall be all inclusive of travel, per diem, mileage, overtime, incidentals, parts delivery, environmental fees, fuel, or other miscellaneous surcharges.
- 4) The cost of repair parts or other additional costs shall be approved in writing by the Lottery prior to repairs being made.
- 5) The Lottery shall be billed per maintenance/service call.
- 6) 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.
- 7) Repairs required due to accident, misuse, abuse, neglect, theft, acts of God, lightening, vandalism, electrical power failure, fire, water, or other casualty, and repairs made necessary by service performed by personnel other than those of the Contractor are not included in the annual maintenance price but shall be billed at the time and materials rate indicated in the Pricing Schedule.
- 8) Contractor shall only respond to service call requests from the Lottery Contract Administrator and/or designated Lottery personnel at the CSCs.
- 9) No modifications to the equipment except those specified and submitted in writing by the Technical Service Department after receiving written approval

from the Lottery Contract Administrator shall be initiated.

8. Excessive Downtime

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 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 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.

9. Disaster Recovery Plan

- a. Contractor shall propose how security monitoring would be provided during excessive downtime and short-term downtime (e.g., loss of electricity to cameras – these should be attached to a battery/uninterruptible power supply [UPS]). The maximum amount of use time expected for backup power supply would be approximately 45 minutes.

10. Maintenance/Repair Checklists

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

IV. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

A. **GENERAL REQUIREMENTS:**

1. RFP Response:
  - a. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and six (6) copies of each proposal must be submitted to the Lottery. Each hardcopy proposal must also contain the following:

- (1) An electronic version of the complete proposal on a jump drive, and
    - (2) An electronic version of the complete proposal with any proprietary information removed. Proprietary information is detailed in section 2.d. below.
  - b. No other distribution of the proposal shall be made by the Offeror.
  - c. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.
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 lowered 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, technician names and certifications, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: 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.

**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 imposed by Section III of this Request for Proposals, Offerors are required to submit the following items as a complete proposal:

1. Offeror shall include a cover sheet that indicates the page number(s) containing proprietary information.
2. Offeror shall return the entire RFP package including addenda, if any, signed and filled out as required. **Also, include a current Commonwealth of Virginia ("COVA") W-9 with your proposal (attachment to solicitation).**
3. Attachment A, completed as required, needs to accompany the proposal.
4. Offeror shall provide the following information concerning background and management:
  - a. Experience – A brief description of your company and a company history. Include an organizational chart identifying names and positions of persons that will work on the Lottery account. If subcontractors will be utilized, those companies will also need to be detailed in the response.
  - b. Proof of certification to service Pro-Watch software and/or AXIS dome cameras. Specify certifications, specialized training, etc. of systems technicians who will perform services and provide maintenance. Attach copies of current certifications.
  - c. Call list for technicians to be used by each Lottery location in the event of a service issue.
  - d. Licensing information and references as requested in the Special Terms and Conditions.
  - e. Business location and distance from the Lottery locations.
  - f. Experience in handling an account(s) similar in function to the Lottery. Indicate if current or past client, length of relationship, scope of services provided, and relevance to RFP requirements.
5. Offeror shall provide details for:
  - a. Lot I. Access Control & Alarm Systems and Maintenance
    - 1) Providing upgrades
    - 2) Managing and providing replacements
    - 3) Testing and inspection
    - 4) Training

- 5) Providing preventative maintenance and repairs
- 6) Avoiding excessive downtime
- 7) Disaster recovery plan

b. Lot II. AXIS Camera Monitoring and Maintenance

- 1) Providing upgrades
- 2) Setting up a 24/7 call center
- 3) NVR backup and NVR storage management
- 4) Managing and providing replacements
- 5) Testing and inspection
- 6) Training
- 7) Providing preventative maintenance and repairs
- 8) Avoiding excessive downtime
- 9) Disaster recovery plan

- 6. Offeror shall provide a compensation proposal (see section IX, Pricing).
- 7. Populate the table below to show your firm’s plans for utilization of Department of Small Business and Supplier Diversity (“DSBSD”) certified small businesses in the performance of this Contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. Additional pages may be added as necessary using the format shown below.

Small business name, address, and DSBSD Certificate #	Status if small business is also women (W) and/or minority (M)	Contact person, telephone & email	Types of goods and/or services	Planned involvement during initial Contract period	Planned Contract dollars during initial Contract period
DSBSD Cert. #					\$ _____
DSBSD Cert. #					\$ _____
DSBSD Cert. #					\$ _____
DSBSD Cert. #					

					\$ _____
<b>Total \$</b>					\$ _____

**C. RFP QUESTIONS AND PROCUREMENT TIMELINE:**

1. Offerors can submit questions via email to the Contract Officer whose name appears on the cover page of this solicitation. All contact, whether verbal or written, pertaining to this RFP, shall be with that designated Contract Officer for the duration of the procurement process. No questions shall be asked of the personnel at the site visits.

The Lottery does not guarantee a response to any questions received after July 29, 2021.

2. The following procurement timeline is subject to change as the procurement progresses. Please note the deadline within which to submit questions.

<b>Procurement Process</b>	<b>Estimated Completion Dates</b>
RFP issued	June 23, 2021
1 <sup>st</sup> round of questions due	July 6, 2021
Addendum issued (if necessary)	July 12, 2021
2 <sup>nd</sup> round of questions due	July 23, 2021
Addendum issued (if necessary)	July 29, 2021
RFP due date	August 11, 2021
Tentative award of Contract	February 1, 2022

**V. EVALUATION AND AWARD CRITERIA:**

**A. EVALUATION CRITERIA:**

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

1. Company qualifications/experience, 40 points
2. Repairs, preventative maintenance, excessive downtime (includes availability), 30 points
3. Price, 20 points
4. Minority-owned, women-owned and small business participation, 10 points



B. **AWARD OF CONTRACT:**

The resulting Contract shall consist of preventative maintenance and repairs to the Lottery's access system in addition to preventative maintenance, repairs and 24/7 continuous monitoring service for all Lottery locations. The Lottery reserves the right to make separate awards consisting of a Contract for the maintenance and repairs of the access control system and another Contract for the maintenance, repairs and 24/7 continuous monitoring of the integrated system of television cameras.

Two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals (for award for both services or for separate awards for the individual lots) will be identified based on 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(s) 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 proposal was not deemed to be the most advantageous. Should it be determined in writing that only one (1) Offeror is fully qualified, or that one (1) 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, or services resulting from this solicitation, no indication of such sales 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 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 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.

C. **PROPOSAL ACCEPTANCE PERIOD:**

Any proposal in response to this solicitation shall be valid for 180 days. At the end of the 180 days 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 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 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. **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.

F. **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 30 days after receipt of an accurate invoice by the Lottery's Accounts Payable Department. Offeror shall indicate discount (if applicable) with the "Pricing section" on page 43 of this solicitation.

G. **IDENTIFICATION AND DELIVERY OF PROPOSAL:**

The cover page of this solicitation indicates proposals will be accepted as sealed. All proposals received 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.  
RFP Title

**IF PROPOSAL IS MAILED:** Offeror must mail proposal to the Virginia Lottery, Attention: 22nd Floor Purchasing Office, 600 East Main Street, Richmond, Virginia 23219.

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, proposal will not be accepted unless delivered 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 Lottery employee can make that determination. The Security Guard will contact an appropriate Lottery employee for proposal receipt; this process could take 30 minutes or more – Offerors should not wait to submit proposals at the last minute.

Late proposals will not be accepted.

Note: The Lottery does not conduct public openings.

H. **INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless the Commonwealth, the Lottery, their 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-provided products or services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Contractor-provided products 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-provided products or services, including any components thereof, or that the Contractor's performance or delivery of any product 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-provided Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or Contractor'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 any the Lottery with a comparable temporary replacement products and/or services or reimburse the Lottery for the reasonable costs incurred by the Lottery in obtaining an alternative product 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.

I. **INSPECTION OF JOB SITE:**

Contractor's signature on this solicitation constitutes certification that the

required site inspections have been completed and he/she is aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Lottery. See pages 8-9 and Attachment A, Verification of Site Inspections.

J. **LIMITATION OF LIABILITY:**

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for an indirect, incidental, special or consequential damage, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

K. **MAINTENANCE:**

Upon expiration of a specified warranty period on any new equipment installed, the Contractor shall provide one (1) additional one-year period of on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the Contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed.

L. **NEW EQUIPMENT:**

Unless otherwise expressly stated in this solicitation, any equipment furnished under the Contract shall be new, unused equipment.

M. **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.

N. **PERFORMANCE, CONTRACTOR:**

Contractors providing goods and 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 and forward to the Purchasing Office. 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 submitted 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 (3) years**.
4. Re-procurement of Goods and Services:  
In addition to a Contractor's ineligibility for award of programs 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 vendor will remain in default until the re-procurement costs have been paid to the Lottery. The vendor is still subject to the three (3) 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 (3) 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 (3) 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 (3) or more complaints within a period of one (1) 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 (1) year after the issuance of the third Contractor Complaint Form. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.

- O. **PREVENTIVE MAINTENANCE:**  
 The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition. A written report of the results of each preventative maintenance visit shall be provided to the Lottery upon visit completion.
- P. **PRIME CONTRACTOR RESPONSIBILITIES:**  
 The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- Q. **PRODUCT AVAILABILITY/SUBSTITUTION:**  
 Substitution of a product, brand or manufacturer after the award of Contract is expressly prohibited unless approved in writing by the Contact 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.
- R. **QUANTITIES:**  
 Current quantities of cameras, alarm control panels, etc. may change during the term of the Contract. The Lottery may wish to have the Contractor install additional equipment or remove equipment. Floor plans will be provided to the successful Contractor for reference at time of award.
- S. **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 and telephone number and email address.

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

T. **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.

U. **RENEWAL OF CONTRACT:**

This Contract may be renewed by the Lottery for three (3) successive one-year periods under the terms and conditions of the original Contract except as stated in 1. and 2. below. Price increases/decreases 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, 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 "Other Services" category, Series ID CWUR0000SAS367, of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 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 Services" category, Series ID CWUR0000SAS367, category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available.

V. **SECURITY CLEARANCE - VIRGINIA LOTTERY:**

All Contractor personnel, entering the Main Street Centre Building and all other Lottery locations, 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) 692-7226. Failure to obtain the necessary security clearance will result in access to the building being denied.

The Lottery strongly encourages the successful Contractor to seek security clearance from Lottery Security in a timely manner once a Contract has been extended. It may take five (5) – ten (10) days to receive security clearance for all the workers prior to their arrival.

W. **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.

X. **SMALL, WOMEN- AND MINORITY-OWNED (SWAM-OWNED) BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

It is the goal of the Lottery that 50% of purchases are made from SWAM-owned businesses. This includes discretionary spending in prime contracts and subcontracts. Unless the Offeror is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded Contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified SWAM-owned businesses. No Offeror or subcontractor shall be considered a SWAM-owned Business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals. If SWAM-owned business subcontractors are used, the prime Contractor agrees to report the use of SWAM-owned business subcontractors by providing the purchasing office, at a minimum, the following information on a monthly basis or as directed by the Lottery: name of SWAM-owned business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. See pages 22-23 for further instructions.

Will there be any subcontracting to SWAM business for the performance of this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Y. **SOFTWARE UPGRADES:**

The Lottery shall be entitled to all upgraded versions of the software/firmware covered in the Contract that becomes available from the Contractor and provide all patches, fixes, revisions, updates, and minor releases to the software.

Z. **SUBCONTRACTS:**

No portion of the work shall be subcontracted without prior written consent of the Lottery. If 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.

AA. **WARRANTY:**

All materials and new equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of installation and final acceptance. Should any defect be noted by the Lottery, the Purchasing Office 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 occasioned thereby or obtain an equitable adjustment in the Contract price.

BB. **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.

CC. **CONFIDENTIALITY (CONTRACTOR):**

The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, 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.

DD. **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 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.

EE. **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 award and at any time during the term of the Contract. All subcontractors utilized during the course of the Contract also are required to be qualified technicians to perform services.

FF. **RELOCATION OF EQUIPMENT:**

Should it become necessary to move equipment covered by the Contract to another location, the Lottery reserves the right to do so at its own expense. If Contractor supervision is required, the Lottery will provide prior written notice of the move at least 30 days in advance, in which case the Contractor shall provide the required services and be reasonably compensated by the Lottery. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.

GG. **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.

HH. **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:**

By submitting their proposal, Offerors certify to 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 Virginia 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 IFB 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](http://www.eva.virginia.gov)).

D. **ANTITRUST:**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to 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 or services purchased or acquired by the Commonwealth of Virginia 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. 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 agreement.

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 dispute's 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 buyer 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 buyer.

K. **DEBARMENT STATUS:**

By submitting their proposal, Offerors certify that they are not currently debarred by the 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 they do 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. **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 Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during 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 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.)

**Q. 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, department or institution 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 public body 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.

**R. 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 public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- 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.

S. **PERSONNEL SECURITY CLEARANCES:**

Section 58.1-4008 of the *Code of Virginia* (Virginia Lottery Law) requires that all Board members, officers and employees of any vendor of lottery online or instant ticket goods or services working directly on a Contract with the Virginia Lottery for such goods or services shall be subject to a criminal background search to be conducted by the chief security officer of the Virginia Lottery. Additionally, Lottery Regulation 5-20-410 extends this to include any parent or Subsidiary Corporation of the vendor, 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 Virginia 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.

T. **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 STATE FORM AND TERMS AND CONDITIONS, 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.

U. **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.

V. **TAXES:**

Sales to the Commonwealth of Virginia 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.

W. **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.

VII. **METHOD OF PAYMENT AND INVOICING:**

Monitoring/preventative maintenance service shall be billed as a single 12-month service invoice. If the Contract is terminated prior to the conclusion of the 12-month timeframe, Contractor shall reimburse the Lottery for the remainder of months not utilized by the Lottery.

Maintenance/service calls shall be billed per occurrence.

Invoices for any newly installed equipment shall list materials by line item and labor unit costs by location. Payment will be made as invoices are submitted upon completion, testing period and acceptance of each location's install.

Invoices shall be rendered directly to:  
Virginia Lottery, **Attention: Accounts Payable**  
600 East Main Street  
Richmond, VA 23219

or preferably, email invoices to [VLAP@valottery.com](mailto:VLAP@valottery.com).

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 clause on page 26). 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):

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

**Licensing, Maintenance, and Monitoring of Physical Access Control Software**

Five (5) concurrent clients and 128 readers maximum (including labor, parts, and travel)

Licensing, Maintenance,  
And Monitoring \$ \_\_\_\_\_/12 mo. period

Software Assurance  
(upgrades that become  
available) \$ \_\_\_\_\_/12 mo. period

License cost beyond  
5 concurrent clients \$ \_\_\_\_\_/client

**Monthly Preventative Maintenance and Repairs at Richmond Offices and Customer Service Centers.** This is to cover currently installed equipment.

Farmville - Central VA	\$ _____/mo.
Hampton - Hampton Roads	\$ _____/mo.
Harrisonburg - Shenandoah Valley	\$ _____/mo.
Abingdon - Southwest VA	\$ _____/mo.
Roanoke - Roanoke Valley	\$ _____/mo.
Woodbridge - Northern VA	\$ _____/mo.
PZW Richmond - Prize Zone West	\$ _____/mo.
Richmond - Carolina Ave. Data Ctr.	\$ N/A _____/mo.
Richmond - WTVR CBS6	\$ _____/mo.
Richmond - HQ	\$ _____/mo.

\$ \_\_\_\_\_ **Monthly Grand Total**

The monthly figure supplied will be multiplied by 12 mo. to yield the annual value. The annual value for all locations above will be reflected in the awarded Contract.

**LOT II. AXIS CAMERA SYSTEM MONITORING AND MAINTENANCE**

**24/7 Monitoring Service of AXIS Camera System**

Maintenance and 24/7 Monitoring \$ \_\_\_\_\_/12 mo. period

**Monthly Preventative Maintenance and Repairs at Richmond Offices and Customer Service Centers.** This is to cover currently installed equipment.

Farmville - Central VA	\$ _____/mo.
Hampton - Hampton Roads	\$ _____/mo.
Harrisonburg - Shenandoah Valley	\$ _____/mo.
Abingdon - Southwest VA	\$ _____/mo.
Roanoke - Roanoke Valley	\$ _____/mo.
Woodbridge - Northern VA	\$ _____/mo.
PZW Richmond - Prize Zone West	\$ _____/mo.
Richmond - Carolina Ave. Data Ctr.	\$ _____/mo.
Richmond - WTVR CBS6	\$ _____/mo.
Richmond - HQ	\$ _____/mo.
	<b>\$ _____ Monthly Grand Total</b>

The monthly figure supplied will be multiplied by 12 mo. to yield the annual value. The annual value for all locations above will be reflected in the awarded Contract.

**NOTE:** Upgraded AXIS camera equipment most recently installed has a manufacturer warranty on the equipment of five (5) years from date of purchase. Some cameras are within the previous three (3) year warranty from date of purchase. The following Lottery locations have an AXIS manufacturer warranty until:

CBS 6, WTVR-TV	July 16, 2022
HQ Prize Zone	September 11, 2022
Carolina Ave. Data Ctr.	November 9, 2023 (1 camera) January 29, 2024 (2 cameras)
HQ 6 <sup>th</sup> Floor	May 11, 2026
HQ 12 <sup>th</sup> Floor	May 11, 2026

**Time and Materials**

Labor rate \$ \_\_\_\_\_/hr.  
 Replacement part costs \_\_\_\_\_ %  
 - discount applied \_\_\_\_\_ %

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 \_\_\_\_\_

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 #PR5075PM and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services proposal herein.

<b>Complete Legal Name of Firm</b>	
<b>Address</b>	
<b>Remit To Address</b>	
<b>Authorized Signature</b>	
<b>Print Name</b>	
<b>Title</b>	<b>FIN #</b>
<b>Email</b>	<b>Telephone</b>
<b>Offeror Profile: Offeror shall indicate whether they are <i>certified</i> with the Virginia Department of Small Business &amp; Supplier Diversity as a (check all that apply)</b>	
<input type="checkbox"/> Small Business <input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Woman-Owned Business	
Certification Number:	Expiration Date:
Definitions and information on how to become certified may be obtained at <a href="http://www.sbsd.virginia.gov">www.sbsd.virginia.gov</a>	
<b>Contact person regarding this Proposal</b>	
Check here to use above contact <input type="checkbox"/> or provide name below:	
Name:	
<b>Email</b>	<b>Phone</b>

**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.

<input type="checkbox"/>	Offeror has clear understanding of goods/services requested
<input type="checkbox"/>	Offeror understands and agrees to all Special and General Terms & Conditions
<input type="checkbox"/>	Any tables/boxes within the Special Terms and Conditions must be completed by the Offeror (Offeror must write in these tables/boxes).
<input type="checkbox"/>	Offeror understands when proposal is due
<input type="checkbox"/>	Offeror understands where to mail or deliver proposal
<input type="checkbox"/>	Offeror understands that once a proposal is opened it is a binding document
<input type="checkbox"/>	Offeror signed and provided all information requested on RFP Signature Page
<input type="checkbox"/>	Offeror understands that contact with the Contract Specialist is encouraged if any questions arise prior to submitting a proposal
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

ATTACHMENT A

**VERIFICATION OF SITE INSPECTIONS**

**Attachment A must be completed and submitted with the proposal.  
Absence of Attachment A will render a proposal nonresponsive.**

**Location:**

Type 1 (Only one site required)

Hampton Roads  
2306-2308 W. Mercury Boulevard  
Hampton, VA 23666  
757/825-7800  
Contact: Denise Chiera  
Alternate: Sherrie King

Date of Inspection: \_\_\_\_\_  
Name and Signature of  
Contractor Personnel: \_\_\_\_\_  
\_\_\_\_\_  
Name and Signature of  
Lottery Personnel: \_\_\_\_\_  
\_\_\_\_\_

Northern Virginia  
14550 Potomac Mills Road  
Woodbridge, VA 22192  
703/494-1501  
Contact: Danny Garvin  
Alternate: Elizabeth Feucht

Date of Inspection: \_\_\_\_\_  
Name and Signature of  
Contractor Personnel: \_\_\_\_\_  
\_\_\_\_\_  
Name and Signature of  
Lottery Personnel: \_\_\_\_\_  
\_\_\_\_\_

Prize Zone West  
1620 E. Parham Road  
Richmond, VA 23228  
804/692-7950  
Contact: Lisa Reynolds  
Alternate: Lolita Bell

Date of Inspection: \_\_\_\_\_  
Name and Signature of  
Contractor Personnel: \_\_\_\_\_  
\_\_\_\_\_  
Name and Signature of  
Lottery Personnel: \_\_\_\_\_  
\_\_\_\_\_

Type 2 (Only one site required)

Central Virginia  
Longwood Village Shopping Center  
1524 S. Main Street  
Farmville, VA 23901  
434/392-7294  
Contact: Karen Fraumeni  
Alternate: Dana Giles

Date of Inspection: \_\_\_\_\_  
Name and Signature of  
Contractor Personnel: \_\_\_\_\_  
\_\_\_\_\_  
Name and Signature of  
Lottery Personnel: \_\_\_\_\_  
\_\_\_\_\_

Roanoke Valley  
1287 Towne Square Boulevard  
Roanoke, VA 24012  
540/561-7011  
Contact: Artrice Gardner

Date of Inspection: \_\_\_\_\_  
Name and Signature of  
Contractor Personnel: \_\_\_\_\_  
\_\_\_\_\_  
Name and Signature of



Alternate: John Beisley

Lottery Personnel: \_\_\_\_\_  
\_\_\_\_\_

Shenandoah Valley  
1790-26 E. Market Street  
Harrisonburg, VA 22801  
540/433-7979  
Contact: Lissa Keagy  
Alternate: Shannon Nicholson

Date of Inspection: \_\_\_\_\_  
Name and Signature of  
Contractor Personnel: \_\_\_\_\_  
\_\_\_\_\_  
Name and Signature of  
Lottery Personnel: \_\_\_\_\_  
\_\_\_\_\_

Southwest Virginia  
408 E. Main Street  
Abingdon, VA 24210  
276/676-5540  
Contact: Connie Barrett  
Alternate: Jennie Casey

Date of Inspection: \_\_\_\_\_  
Name and Signature of  
Contractor Personnel: \_\_\_\_\_  
\_\_\_\_\_  
Name and Signature of  
Lottery Personnel: \_\_\_\_\_  
\_\_\_\_\_

Type 3 (All three sites required)

Lottery Headquarters ("HQ")  
600 E. Main Street  
Richmond, VA 23219

Date of Inspection: \_\_\_\_\_  
Name and Signature of  
Contractor Personnel: \_\_\_\_\_  
\_\_\_\_\_

Contact: James Monteria 804/692-7221  
Alternate: Willie Spence 804/692-7224

Name and Signature of  
Lottery Personnel: \_\_\_\_\_  
\_\_\_\_\_

CBS 6, WTVR-TV  
3301 West Broad Street  
Richmond, VA 23230

Date of Inspection: \_\_\_\_\_  
Name and Signature of  
Contractor Personnel: \_\_\_\_\_  
\_\_\_\_\_

Contact: Willie Spence 804/692-7224  
Alternate: James Monteria 804/692-7221

Name and Signature of  
Lottery Personnel: \_\_\_\_\_  
\_\_\_\_\_

Carolina Avenue Data Center  
4683 Carolina Avenue  
Richmond, VA 23222

Date of Inspection: \_\_\_\_\_  
Name and Signature of  
Contractor Personnel: \_\_\_\_\_  
\_\_\_\_\_

Contact: Raju Cherian 804/228-7777  
Alternate: Ivory Mason 804/228-7765

Name and Signature of  
Lottery Personnel: \_\_\_\_\_  
\_\_\_\_\_



2. Once on site:
  - a. Vendor shall verify that the Lottery Investigator and CSC Manager are both on-site and contact the Information Security Team Contact before starting the job. The Lottery Investigator and CSC Manager are required to be on-site during the install. (i.e., if job takes two days to complete wiring and new camera install, the Lottery Investigator and CSC Manager must be on-site for those two days.)
  
3. Before starting the install:
  - a. Vendor shall check COM closet to see if dedicated port and switch are open (nothing plugged in). If something is plugged into that assigned or dedicated port and switch, **DO NOT UNPLUG IT**. Vendor shall contact Bobby Vaughan at 804-692-7711 to have Bobby select a new port on the switch to resolve this connection issue.
  - b. After all wiring has been completed and new cameras has been installed, Lottery Investigator for that CSC location will view the camera settings through the AXIS Client Station Software to sign-off/approve the view. Once view has been approved by the Lottery Investigator, Contractor shall email Information Security Team Contact (James Monteria via [Jmonteria@valottery.com](mailto:Jmonteria@valottery.com)) that the camera views and position have been approved.
  - c. Once signed off/approved, vendor shall have any reports or paperwork signed by Lottery Investigator. Lottery Investigator will send a copy to Information Security Team Contact (James Monteria via [Jmonteria@valottery.com](mailto:Jmonteria@valottery.com)) at HQ.
  
4. Before leaving the site:
  - a. Contractor shall clean up the site and ensure area is clean and in the same condition as it was prior to install.