

Commonwealth of Virginia



Request for Sealed Proposals

Title: Security Operations Center and Managed Detection & Response

Due Date: October 20, 2022

Contact Information:

Matthew Sullivan
Strategic Sourcing Specialist
msullivan@valottery.com, 804-692-7642

Request for Proposals (RFP) #: 07710MS

RFP Issue Date: October 20, 2022

Contract Term: 2 Year from Contract Award

Proposal Due Date and Time: November 16, 2022 3:00PM

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: _____

I.	PURPOSE:	4
II.	BACKGROUND:.....	4
III.	STATEMENT OF NEEDS:	4
IV.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:	6
	A. GENERAL REQUIREMENTS:.....	6
	B. SPECIFIC PROPOSAL REQUIREMENTS:.....	8
	C. SOLICITATION QUESTIONS AND PROCUREMENT TIMELINE:	11
	D. EVALUATION AND AWARD CRITERIA:	12
	1. EVALUATION CRITERIA	12
	2. AWARD OF CONTRACT:.....	12
V.	SPECIAL TERMS AND CONDITIONS:CLICK HERE TO ENTER TEXT.	12
	A. ADVERTISING:.....	12
	B. AUDIT:.....	12
	C. PROPOSAL ACCEPTANCE PERIOD:	13
	D. CANCELLATION OF CONTRACT:	13
	E. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:	13
	F. CONTINUITY OF SERVICES:	13
	G. DATA OWNERSHIP	14
	H. DATA USAGE.....	14
	I. DISCOUNTS, PROMPT PAYMENT:.....	14
	J. IDENTIFICATION AND DELIVERY OF PROPOSAL:.....	15
	K. INDEMNIFICATION:	15
	L. NOTICE OF MATERIAL LEGAL DISPUTE:.....	17
	M. PERFORMANCE, CONTRACTOR:	17
	N. PRIME CONTRACTOR RESPONSIBILITIES:.....	18
	O. REFERENCES:.....	18
	P. RENEGOTIATION OF CONTRACT.....	19
	Q. RENEWAL OF CONTRACT:.....	19
	R. SECURITY CLEARANCE – VIRGINIA LOTTERY:	19
	S. SUBCONTRACTS:	19
VI.	GENERAL TERMS AND CONDITIONS:	19
	A. ANTI-DISCRIMINATION:.....	19
	B. ADDENDA:.....	20
	C. ANNOUNCEMENT OF AWARD:	20
	D. ANTITRUST:.....	20
	E. APPLICABLE LAWS AND COURTS:	21

F.	ASSIGNMENT OF CONTRACT:	21
G.	AVAILABILITY OF FUNDS:	21
H.	PROPOSAL PRICE CURRENCY:	21
I.	CHANGES TO THE CONTRACT:	21
J.	CLARIFICATION OF TERMS:	22
K.	DEBARMENT STATUS:	22
L.	DEFAULT:	22
M.	DRUG-FREE WORKPLACE:	22
N.	ETHICS IN PUBLIC CONTRACTING:	23
O.	IMMIGRATION REFORM AND CONTROL ACT OF 1986:	23
P.	INFORMATION SECURITY REVIEW:	23
Q.	INSURANCE:	24
R.	NONDISCRIMINATION OF CONTRACTOR:	24
S.	PAYMENT:	25
T.	PRECEDENCE OF TERMS:	26
U.	QUALIFICATION OF OFFEROR:	26
V.	TAXES:	26
W.	TESTING AND INSPECTION:	26
X.	TRANSPORTATION AND PACKAGING:	26
VII.	METHOD OF PAYMENT AND INVOICING:	27
VIII.	DISCOUNT FOR PROMPT PAYMENT:	27
IX.	ADDENDA:	27
X.	PRICING:	28
XI.	SIGNATURE AND OFFEROR PROFILE SHEET:	29
XII.	OFFERORS CHECKLIST:	30

I. **PURPOSE:**

The purpose of this Request for Proposal (“RFP”) is to seek multiple qualified vendors to provide Security Operations Center (SOC) and Managed Detection Response (MDR) services. The Lottery is seeking a cybersecurity service that combines technology and human expertise to proactively perform threat hunting, monitoring, and response.

II. **BACKGROUND:**

The Lottery is seeking cyber security threat protection in the form of a dedicated SOC that will monitor our Information Technology (IT) systems 24 hours a day, 7 days a week, 365 days a year. The Lottery is currently phasing away from McAfee to Microsoft Sentinel and is also looking for help in that transition. The Lottery uses the Microsoft stack of technologies and currently uses Azure Sentinel Security Information and Event Management (SIEM) and Microsoft Log Analytics. The Lottery also has cyber liability insurance. Sentinel SIEM is the only solution the Lottery intends to use moving forward. Additional technology environment and workload information can be provided on an individual basis by email request to Matt Sullivan.

All employees assigned to the Lottery account shall undergo and pass a background investigation.

Currently the Lottery does not have a formal SOC and MDR vendor in place.

III. **STATEMENT OF NEEDS:**

Offeror shall have the ability to detect intrusions, malware, and malicious activity in the Lottery’s networks, including on-premises, cloud, and SaaS applications and platforms, while eliminating false positives and identifying real security threats, and assisting in rapid response to eliminate and mitigate those threats. Additional technology environment and workload information can be provided on an individual basis by email request to Matt Sullivan.

A. **Mandatory Requirements**

Offer shall have the ability to perform the specific requirements below:

1. Offeror shall have the ability to manage, monitor, and maintain the Lottery’s Microsoft Azure Sentinel Instance, as well as work alongside the Lottery and its network operations teams to integrate new services and solutions into the SIEM.
2. Offeror shall have the ability to evaluate the Lottery’s current **Sentinel** implementation, provide guidance on how to improve, and provide training as needed.
3. Offeror shall have the ability to monitor the Lottery’s current technology, Azure Sentinel SIEM and Microsoft Log Analytics.
4. Offeror shall have the ability to transition Lottery assets from the McAfee SIEM to Sentinel as well as include current Lottery assets not currently in Sentinel to Sentinel.
5. Offeror will acknowledge that the use of proprietary software or equipment shall neither be used nor bolted onto the Lottery’s network as a monitoring tool in

place of the Lottery's current tools. **Offeror shall use the Lottery's Microsoft tools. However, offeror may propose other tools to supplement the Lottery's existing Microsoft tools, provided they do not replace the Lottery's current Microsoft tools.**

6. Offeror shall have the ability to monitor continuously for threats 24 hours a day, 7 days a week, 365 day per year.
7. Offeror shall have the ability to perform initial triage of potential threats.
8. Offeror shall have the ability to recommend remediation approaches and work collaboratively with the Lottery once threats are identified, to include, but not limited to providing remediation and response services as agreed upon with the Lottery.
9. Offeror shall have ability to automate responses for threats as defined by the Lottery and consistent with the Security, Orchestration, Automation, and Response (SOAR) methodology.
10. Offeror shall have the ability to ensure that all employees assigned to the resultant contract of this RFP are aware of, understand, and adhere to all applicable privacy and security laws, policies, and procedures to ensure confidentiality of the Lottery's data.
11. Offeror shall have the ability to provide a dedicated Cybersecurity Advisor as a point of contact or Technical Account Manager (TAM) having familiarity with our network/environment.
12. Offeror will have the ability to validate that logging and monitoring is working as designed
13. Offeror shall have the ability to be proactive in threat hunting, risk analysis (in light of trending cyberthreats), and consult the Lottery on mitigation techniques.
14. Offeror shall have the ability to provide reports and information summaries which shall include, but are not limited to the following:
 - a. Date Range for the Report (example: Jan. 1, 2013 – March 31, 2013)
 - b. Total number of attacks per month (example: Jan 2013 = 1,000,000, Feb 2013=1,500,000, March 2013= 1,250,000)
 - c. Total number of high attacks per month as defined by the technology which identified and categorized the attack.
 - d. Total number of medium attacks per month as defined by the technology which identified and categorized the attack.
 - e. Total number of low attacks per month as defined by the technology which identified and categorized the attack .
 - f. Top 10 high attacks and number of attacks seen (example: SSH Brute Force, total: 100 attacks)
 - g. Top 10 Source IPs
 - h. Top 10 Destination IPs

- i. Top 10 countries of origin of attacks with percentages per month (example: Jan 2013: US – 80%, China =4%, Russia = 3%)
 - j. Top 10 types of attacks (example: Denial of Service, Privilege Escalation)
 - k. Top 10 inbound attacks by protocol/service/port (http/www/80)
 - l. Top 10 outbound attacks by protocol/service/port (http/www/80)
15. Build and provide a technical dashboard to be used by Lottery IT and Information Security staff, as well as an executive level dashboard.

B. **Optional Requirements:**

Offerors are invited to propose any additional features they are able to provide which may be of interest to the Lottery. A list of potential features the Lottery is interested in is listed below. Offerors are encouraged to propose options in addition to those listed below:

1. Ability to assist and consult with the Lottery on integrating supplementary tools into Azure Sentinel including but not limited to, Defender for Cloud, Cloud App Security, and Defender for Endpoint.
2. Ability to work with Cyber Liability Insurance vendors and/or 3rd party incident response teams.
3. Ability to assist the Lottery with implementing and managing Azure Arc.

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 five (5) 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 (pricing to be submitted separately), and
 - (2) An electronic version of the complete proposal with any proprietary information redacted. 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 the Offeror will accomplish each requirement must be included in the proposal. The phrase “fully

comply” without an explanation is unacceptable. If a requirement is not being provided, state “Not Provided.” Proposals, which are substantially incomplete or lack key information, may be rejected by the Lottery.

- d. Ownership of all data, materials and documentation originated and prepared for the Lottery pursuant to the RFP shall belong exclusively to the Lottery and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of §2.2-4342 of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as **highlighting** or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- e. Pricing proposals shall be submitted independently and separately of the rest of the Offeror’s response.

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.

4. Page Limits:
A page is defined as 8 ½ by 11-inch paper. Double sided printing shall count as two (2) pages. Graphs, drawings, diagrams, supporting illustrations, or spreadsheets larger than 8 ½ by 11 inches will count as one page and shall not be greater than 11” x 17”. Margins shall be no smaller than 1 inch and each page shall be numbered consecutively. Offeror must use a 12-point font or larger.

The 25-page limitation includes any charts, graphs, drawings, diagrams supporting illustrations, or spreadsheets, etc. but excludes the following:

- Cover page
- Table of contents
- List of acronyms (if utilized)
- Past performance case studies (not to exceed two pages each)
- Section 1

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. **Offerors should organize proposal content by sections as requested below.**

Section 1: Signed Cover Page, Addenda, and/or Exceptions to T/Cs:

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

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

Proprietary Information Table:

Section/Title	Page Number(s)	Reason(s) for Withholding From Disclosure

- iii. The acknowledgement of any addenda released in reference to this RFP.
- iv. Desired exceptions to any Special Terms and Conditions within the RFP. An Offeror’s request to remove or modify a Special Term and Condition within the RFP does not guarantee the Lottery’s acceptance of the Special Term and Condition exemption or any modification of a Term of Condition. ****NOTE: The Lottery will not sign any Offeror’s documents, MSAs, or any other type of agreement(s). The Lottery’s General Terms and Conditions shall not be negotiated.**

Section 2. Capability

- i. Offeror shall provide detailed information about its SOC(s), to include location, hours of operation, and staffing at each site.
- ii. Offeror shall provide a Continuity of Operations Plan (COOP) or otherwise describe how operations will be handled should the Offeror’s SOC go down for whatever reason.

- iii. Offeror shall provide staff biographies for proposed account team and high-level staff.
- iv. Offeror shall provide what percentage of proposed SOC staff have security certifications (list the certifications), and what is the average number of years of experience they have in performing security monitoring or security consulting by shift. Furthermore, Offeror shall describe any differences based on geographic location and/or SOC in terms of the Offeror's staff's certifications and experience.
- v. Offeror shall provide a description of its internal SOC / MDR hiring and screening process
- vi. Offeror shall provide the average employment time of a SOC/MDR analyst within its organization.
- vii. Offeror shall describe how they stay informed with the current threat environment and stay current with training.
- viii. Offeror shall provide a list of customers to which they provided relevant services in both size and scope.
- ix. Offeror shall provide the actual average over the last twelve (12) month's response time across all clients from Sentinel SIEM-generated automatic alert to the Offeror initiating alert triage.
- x. Offeror shall provide the actual average over the last twelve (12) months' performance across all clients for the time it took to complete alert triage and, if determined to be a true positive, escalate to the client.
- xi. Offeror shall provide the actual average over the last twelve (12) months performance across all clients for the percentage of false-positive alerts that have been escalated to the client.

Section 3: Methodology

- i. Offeror shall describe the methodology for evaluating the current Sentinel environment and providing consulting on improvement
- ii. Offeror shall provide a schedule with milestones to start full monitoring services for assets currently on the Sentinel SIEM.
- iii. Offeror shall describe its methodology for migrating Lottery assets to Sentinel SIEM that are not currently on Sentinel. This description should also include how these assets are monitored until fully migrated to Sentinel.
- iv. Offeror shall describe what checks and balances are in place to ensure all relevant Lottery assets are being monitored

- v. Offeror shall describe the workflows and processes of an event lifecycle, including how it is evaluated and triaged, what Sentinel mechanisms are used to capture relevant information to enrich the event, how SOAR orchestration may be invoked, how the Lottery will be alerted to the event, and how the captured information will be shared with Lottery
- vi. Offeror shall provide its methodology for detecting and remediating threats that have bypassed existing, preventative controls.
- vii. Offeror shall describe how they plan to leverage non-Sentinel Microsoft tools (Defender for Cloud, Azure Identity Protection) to provide the alerting/detection.
- viii. Offeror shall describe its responsibilities versus the Lottery's responsibilities as it pertains to the SOC, including but not limited to, its recommendations for remediation responsibilities.
- ix. Offeror shall provide communication mechanisms that are available and permitted with the Offeror analysts (for example, chat, email, phone) as well as any limits to levels of communication/support.
- x. Offeror shall describe its approach for collaboration with the Lottery to include:
 - Status meetings and frequency
 - Threat environment updates
 - Program updates
- xi. Offeror shall detail proposed reporting to include what is reported on and what is included on executive and technical dashboards.
- xii. Offeror shall discuss proposed detection and remediation times.

Section 4: Optional Capabilities

Offeror shall describe any optional capabilities it is able to provide that is not a part of the mandatory requirements. These capabilities shall be broken out separately and individualized.

Section 5: Experience / Case Studies:

The Offeror shall provide three (3) examples of past performance where similar work was performed. These case studies shall include who the customer was, the scope of the project, how the project is relevant to the requirements listed in the Statement of Needs, and any other details the Offeror deems important.

Section 6: Small, Women-owned, and Minority-owned Business (SwaM)

Offeror shall provide a detailed description of participation of minority-owned, woman-owned, and small businesses in the performance of this Contract through subcontracting programs. Please complete the SwaM table below Please note: the Lottery only recognizes business certified by the Virginia Department of Small

Business and Supplier Diversity (SBSD) as SwaM. Offerors may add additional lines as required:

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

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

Section 7: Pricing

Offeror shall complete the pricing schedule on Page 28 of this RFP. Offerors are encouraged to submit alternate pricing schedules as long as the provided schedule is completed as well. *Pricing proposals shall be submitted independently and separately of the rest of the Offeror’s response.*

C. SOLICITATION QUESTIONS AND PROCUREMENT TIMELINE:

1. Submit all inquiries concerning this RFP in writing via email, subject “Questions on RFP #07710MS” to:

SPOC: Matt Sullivan, Strategic Sourcing Specialist

Email: msullivan@valottery.com

All contact, whether verbal or written, pertaining to this RFP, shall be with the above-referenced designated Contract Officer for the duration of the procurement process.

The Lottery does not guarantee a response to any questions received after November 10, 2022.

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

Procurement Process	Estimated Completion Date
First Round of Questions	October 28, 2022; 12:00 PM EST
Addendum #1 issues (if applicable)	November 2, 2022
Second Round of Questions (if applicable)	November 7, 2022; 12:00 PM EST
Addendum #2	November 10, 2022
RFP Due Date	November 16, 2022; 3:00 PM EST
Estimated Contract Award	Approximately March 2023

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

D. EVALUATION AND AWARD CRITERIA:

1. 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:

Evaluation Criteria	Scoring Points Available
Capability	30
Methodology	25
Case Studies	20
Swam	10
Pricing	15
Total Points Available	100

2. AWARD OF CONTRACT:

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

V. SPECIAL TERMS AND CONDITIONS:

A. ADVERTISING:

In the event a Contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such 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 Lottery's internal audit personnel and / or Virginia Auditor of Public Accounts, 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 of a material breach with no options to cure, the Lottery reserves the right to cancel the Contract within ten (10) calendar days written notice. If the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

E. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

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

F. CONTINUITY OF SERVICES:

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

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

The Contractor shall, upon written notice from the Contract Officer, furnish phase-

in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

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

G. DATA OWNERSHIP

The Lottery shall own and have full and complete access to all data collected on its behalf at all times, through the term of this Agreement. The Lottery shall have the ability to import or export its data in piecemeal or in its entirety at the Lottery's discretion at no charge to the Lottery. This includes the ability for the Lottery to import or export Data to/from other Contractors. This can, if specified within this Agreement, be carried out by providing application programmable interface or other such efficient electronic tools. Upon expiration or termination of this Agreement, the Lottery shall have full access to all pertinent data for a period of 60 calendar days. This period will be covered at no charge. This can, if specified within this Agreement, be carried out by providing application programmable interface or other such efficient electronic tools. During this period, the Contractor shall not take any action to erase and/or withhold any data, except as directed by the Lottery.

H. DATA USAGE

The Contractor shall not copy or transfer Lottery data unless authorized by the Lottery. In such an event the data, shall be copied and/or transferred in accordance with the provisions of this Section. Contractor shall not access any data for any purpose other than fulfilling the services contemplated by this Contract. Contractor is prohibited from data mining, cross tabulating, monitoring authorized user's data usage and/or access, or performing any other data analytics other than those required within this Contract. At no time shall any data or processes (e.g., workflow, applications, etc.), which either are owned or used by the Lottery, be copied, disclosed, or retained by the Contractor or any party related to the Contractor unless explicitly specified by the Lottery. Contractor is allowed to perform industry standard back-ups of data. Documentation of back-up must be provided to the Lottery User upon request. Contractor must comply with any and all security requirements within this Contract.

I. DISCOUNTS, PROMPT PAYMENT:

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

J. IDENTIFICATION AND DELIVERY OF PROPOSAL:

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

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

- Name of Offeror
- Due Date and Time
- Offeror’s complete address
- RFP No.
- RFP Title

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 or package.

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

Due to COVID 19 restrictions, it is highly recommended that an appointment is made to hand deliver proposals.

Late proposal will not be accepted.

Note: The Lottery does not conduct public openings.

K. INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Commonwealth, the Lottery, their Board Members, officers, directors, agents and employees (collectively, “Commonwealth’s Indemnified Parties”) from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys’ and accountants’ fees and disbursements) and costs (each, a “Claim” and collectively, “Claims”), incurred by, borne by or asserted against any of Commonwealth’s Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee,

agent, or subcontractor of the Contractor, (ii) any act or omission of any employee, agent, or subcontractor of the Contractor, (iii) breach of any representation, warranty or covenant of the Contractor contained herein, (iv) any defect in the Contractor-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 not 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.

L. 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.

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

5. Number of Complaints:

a) For Term Contracts: If the Contractor has received three or more complaints within the initial contract period as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to submit a bid/proposal if the goods/services are re-solicited at expiration of contract. Ineligibility shall apply even though a satisfactory

resolution to all complaints occurred.

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

- c) For Spot Purchases: If the Contractor has received three or more complaints within a period of one year as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to do business with the Lottery for purchases exceeding \$5,000 for a period of one year after the issuance of the third Contractor Complaint Form. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.

N. PRIME CONTRACTOR RESPONSIBILITIES:

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

O. 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.

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	

Address:	
Telephone:	
Email:	

P. 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.

Q. RENEWAL OF CONTRACT:

This Contract may be renewed by the Lottery upon written agreement of both parties for four (4) successive one-year periods, under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration.

R. SECURITY CLEARANCE – VIRGINIA LOTTERY:

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

S. SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the Lottery. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Lottery the names, qualifications and experience of its 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.

VI. GENERAL TERMS AND CONDITIONS:

The Lottery’s General Terms and Conditions shall not be negotiated.

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 Lottery.

In every Contract over \$10,000 the provisions in 1. And 2. Below apply:

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

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

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

B. ADDENDA:

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

C. ANNOUNCEMENT OF AWARD:

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

D. ANTITRUST:

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the 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 located the City of Richmond, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations including Virginia Lottery Law § 58.1-4000 et seq. and the Virginia Lottery Purchasing Manual.

F. ASSIGNMENT OF CONTRACT:

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

G. AVAILABILITY OF FUNDS:

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

H. PROPOSAL PRICE CURRENCY:

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

I. CHANGES TO THE CONTRACT:

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

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

By mutual agreement between the parties in writing; or

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

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

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

J. CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Contract Officer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Lottery.

K. DEBARMENT STATUS:

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

L. DEFAULT:

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

M. DRUG-FREE WORKPLACE:

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

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a

Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

N. ETHICS IN PUBLIC CONTRACTING:

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

O. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

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

P. INFORMATION SECURITY REVIEW:

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

Q. INSURANCE:

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverage at the time the Contract is awarded. 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 course of the Contract shall be in noncompliance with the Contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Contractor liability insurance policy shall insure against any and all claims against the Lottery based on libel, slander, piracy, plagiarism, invasion of privacy or Intellectual Property Rights infringement arising out of any Work Product, other product or service prepared by, or services performed by, Contractor, their employees or their Subcontractors, notwithstanding the fact that any such material may have been approved by the Lottery. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the Contract.

R. NONDISCRIMINATION OF CONTRACTOR:

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

S. PAYMENT:

1. To Prime Contractor:

1. 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).
2. 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.
3. 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.
4. 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:
 - a. 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
 - b. To notify the Lottery and the subcontractor(s), in writing,

of the Contractor's intention to withhold payment and the reason.

- b) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Lottery, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Lottery.

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

T. 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, 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.

X. TRANSPORTATION AND PACKAGING:

By submitting their proposal, all Offerors certify and warrant that the price offered

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

VII. METHOD OF PAYMENT AND INVOICING:

Invoices shall be submitted by the fifth of each month for payment. All payments are Net 30.

Invoices shall be rendered directly to:

Virginia Lottery

Attention: Accounts Payable

VLAP@valottery.com (*preferable*)

600 East Main Street

Richmond, VA 23219

Invoice must contain the following information:

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

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

VIII. DISCOUNT FOR PROMPT PAYMENT:

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

IX. 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 _____

X. **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):

Alternate pricing strategies and additional Incident Response labor categories are encouraged in addition to the below pricing. **All pricing information shall be submitted independently and separate from the rest of the Offeror’s response.**

Implementation:

Implementation Price for Assets Currently on Sentinel: \$ _____

Migration Price for non-Sentinel Assets to Sentinel: \$ _____

Grand Total for Implementation: \$ _____

Monitoring Detection and Remediation (MDR):

Unit Price	Unit	QTY	Extended Price
\$	Monthly	12	\$

Incident Response (IR):

Labor Category	Hourly Rate	Annual Estimated Hours	Extended Price
Cyber Security Advisor		50	
Cyber Security Analyst		50	
Grand Total			

Cyber Security Advisor: Analyzes vulnerabilities and incidences and directs the response

Cyber Security Analyst: Performs incidence response duties as directed

Grand Total Price

Description	Total Price
Implementation	\$
Monitoring Detection and Remediation	\$
Incident Response	\$
Grand Total Price	\$

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 #07710MS and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services proposal herein.

Complete Legal Name of Firm	
Address	
Remit To Address	
Authorized Signature	
Print Name	
Title	FIN #
Email	Telephone
Offeror Profile: Offeror shall indicate whether they are <i>certified</i> with the Virginia Department of Small Business and Supplier Diversity as a (check all that apply)	
<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 www.sbsd.virginia.gov	

Contact person regarding this Proposal	
Check here to use above contact <input type="checkbox"/> or provide name below:	
Name:	
Email	Phone

XII. OFFERORS CHECKLIST:

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

<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"/>	
<input type="checkbox"/>	