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## Header 3

 List View

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 358306

Procurement Type: Central Contract - Fixed Amt

Vendor ID: 000000213588

Legal Name: DIXON HUGHES GOODMAN LLP

Alias/DBA:

Total Bid: \$96,000.00

Response Date: 09/07/2017

Response Time: 12:26

SO Doc Code: CRFQ

SO Dept: 0705

SO Doc ID: LOT1800000001

Published Date: 8/30/17

Close Date: 9/7/17

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 2- SSAE 18  
STATEMENT OF STANDARDS

Total of Header Attachments: 3

Total of All Attachments: 3



**Purchasing Division**  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia**  
**Solicitation Response**

**Proc Folder :** 358306

**Solicitation Description :** ADDENDUM 2- SSAFE 18 STATEMENT OF STANDARDS ATTESTATION

**Proc Type :** Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-09-07 13:30:00	SR      0705 ESR09071700000000900	1

**VENDOR**

000000213588

DIXON HUGHES GOODMAN LLP

**Solicitation Number:** CRFQ 0705      LOT1800000001

**Total Bid :**    \$96,000.00                      **Response Date:**    2017-09-07                      **Response Time:**    12:26:58

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

**Signature on File**

**FEIN #**

**DATE**

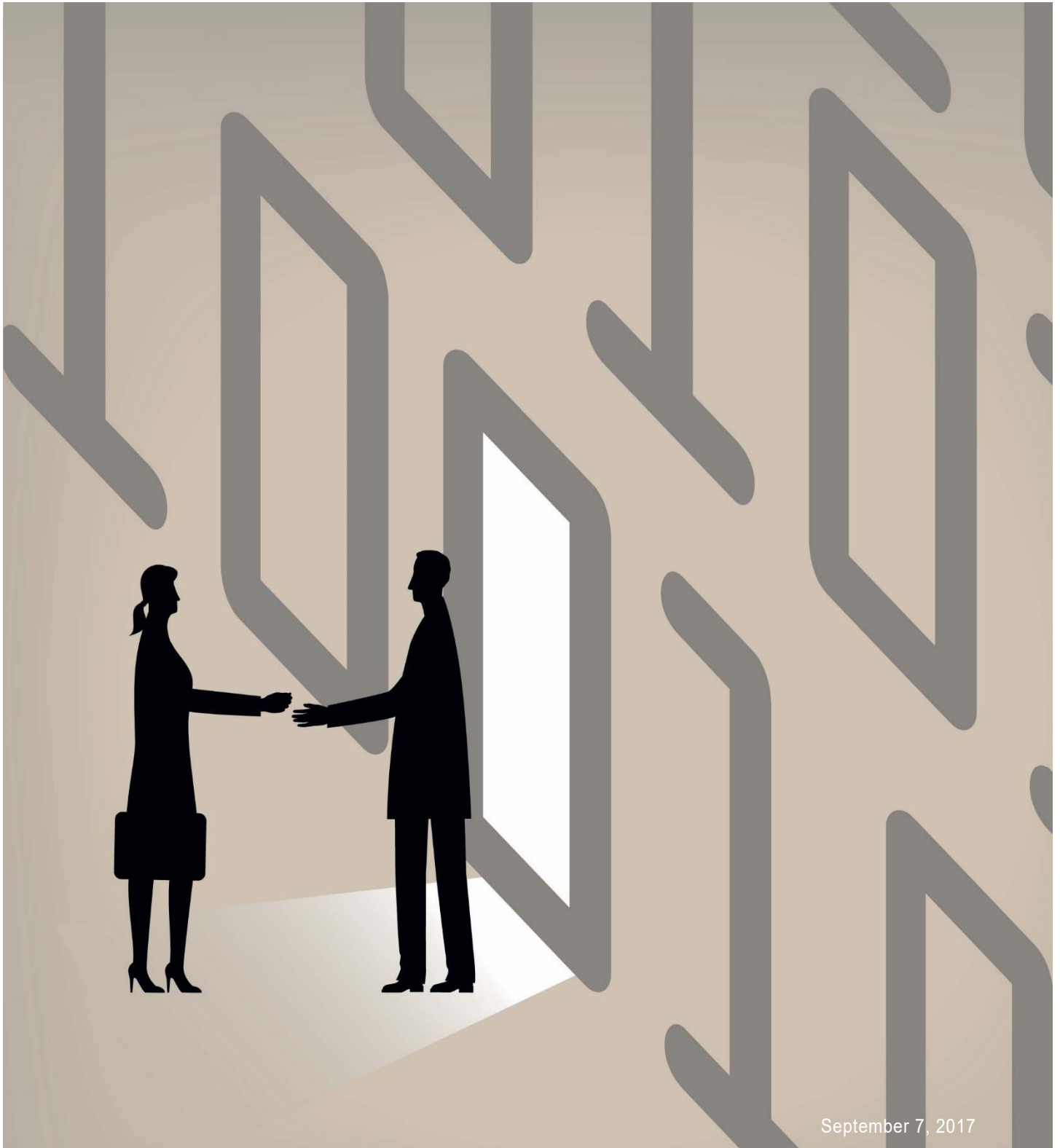
All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	AUDIT SERVICES				\$96,000.00

Comm Code	Manufacturer	Specification	Model #
84111600			

**Extended Description :** THE WV LOTTERY IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR A STATEMENT ON STANDARDS FOR ATTESTATION ENGAGEMENTS NO. 18 (SSAE 18) FOR REVIEW OF IGT GLOBAL SOLUTIONS CORP FOR THE PERIOD 4/1/2018 TO 3/31/2019.

**Comments:** Total for year 1, year 2, and year 3



September 7, 2017

PROPOSAL TO PROVIDE IT ADVISORY SERVICES FOR:

# State of West Virginia Lottery

September 7, 2017

Michelle L. Childers  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

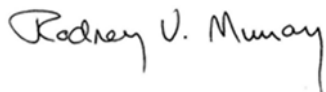
Dear Ms. Childers:

We are pleased to provide our proposal for SSAE 18 services to the state of West Virginia Lottery (“State” or “Lottery”). Our goal and commitment are to provide the State with an experienced, best-in-class client service team. We are proud to bring the following value-added contributions to this engagement:

- **A Credentialed Engagement Team:** DHG maintains a dedicated IT Advisory team with highly experienced security professionals who have performed similar engagements across various industries and infrastructure. Our professionals retain extensive knowledge and skill in their respective focus areas and log a wide range of valuable certifications including CISA, CRISC, CCE, CISSP, GCIIH, PCI/QSA, CTGA, HITRUST CSFP and HCISPP.
- **Excellence in Communication:** Our approach includes ongoing communication during engagement planning, fieldwork, and reporting processes. We believe our hands-on approach in communicating technical concepts and results to stakeholders is invaluable.
- **Innovative Consulting Backed by National Caliber Resources:** As a top 20 accounting and advisory firm in the U.S., DHG offers an agile approach from credentialed professionals with multidisciplinary technical knowledge and experience. You will find our dedicated client service team is encouraged to provide value by thinking critically, finding solutions, and providing constructive recommendations.

Our commitment to communication, our depth of assessment experience and our ability to provide timely insight into current issues are a few of the intangible benefits you can expect from DHG. We appreciate the opportunity to prepare this proposal for you, and we look forward to discussing this further.

Respectfully presented,



Rodney Murray, CRISC, CISA  
Principal – IT Advisory Services

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## scope and approach

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The objective of this engagement will be to perform a review of IGT Global Solutions for the period 4/1/2018 through 3/31/2019 and issue a statement on Standards for Attestation Engagements No. 18 (SSAE 18). This engagement will be conducted according to the American Institute of Certified Public Accountants (the AICPA)'s statement on Standard for Attestation Engagements No. 18.

We understand management is considering assistance with the following:

- Review of the Lottery's service organization, the instant and on-line vendor
- Review the suitability of the design of controls related to the control objectives stated in the AICPA guidelines
- Review the operating effectiveness of controls tested
- Provide a report on IGT Global Solutions Corp.'s description of its control structure policies, procedures, systems security and data integrity as it relates to the internal control structure, and whether these policies and procedures are effective enough to provide reasonable assurance that the related control objective has been achieved.
- Review the Lottery Games Operation Services contract and ensure vendor is following contract guidelines
- Provide 25 copies of the SSAE 18 report for use by the Lottery and its independent auditors by August 31<sup>st</sup>.

Accordingly, it will include tests of records and other procedures we consider necessary to enable us to express an opinion, in all material respects and based on criteria described in the Lottery's assertion, on whether

(1) the description fairly presents the IT general control environment at IGT GLOBAL facilities, for processing user entities' transactions that was designed and implemented throughout the period of April 1, 2018 to March 31, 2019;

(2) the controls related to the control objectives stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period of April 1, 2018 to March 31, 2019; and

(3) the controls tested, which were those necessary to provide reasonable assurance that the related control objectives were achieved, operated effectively throughout the period of April 1, 2018 to March 31, 2019.





## our experience

### IT ADVISORY QUALIFICATIONS

DHG has assembled a team of highly qualified professionals with knowledge and experience in performing SOC readiness assessments and examinations, and can guide you when making critical decisions when determining a SOC report scope. A number of our IT Advisory personnel have prior experience with national accounting firms evaluating control design and performing control testing as part of SOC examinations.

Our experience includes clients in a variety of industries located throughout the United States and globally, including:

- Medical claims administrator
- Railcar logistics company
- Onsite healthcare services provider
- Insurance companies
- Top 50 U.S. bank
- Imaging / data storage service providers
- Global accounts payable processor
- Cloud-based software developer
- Digital marketing company
- National printing company
- Payroll / benefits administrator
- Hotel management company
- Collector of student loan debt
- Wealth management division of a regional bank
- Help desk service provider
- Data analytic services provider in the airline industry
- E-Discovery firm
- Banking software developer

In addition to these examinations, we also review numerous SOC reports annually as part of our evaluation of internal controls during financial statement and benefit plan audits. We are familiar with the expectations of the SOC report as both a service auditor and user of the report when representing our clients with regards to scope, control objectives, control narratives, and testing.

### CREDENTIALS

With more than 50 years in the governmental sector, DHG has built strong relationships with many relevant governmental and regulatory agencies, and our professionals are members of and work with industry organizations such as the AICPA, and the Information Systems Audit and Control Association (ISACA), among others. Further, our IT Advisory professionals are well versed in the Control Objectives for Information and Related Technology (COBIT) issued by ISACA. DHG is a Payment Card Industry Qualified

Security Assessor Company (PCI QSA) focused on assisting clients with PCI Compliance. DHG's IT Advisory practice uses a risk-based approach to evaluate the people, processes, and technology that affect your organization's success. We advise our clients on best practices with the aim of protecting the security and integrity of the data, networks, and technology that are at the very heart of your organization.

**An array of applicable certifications, including:**

- CCE – Certified Computer Examiner
- CEH – Certified Ethical Hacker
- CISA – Certified Information Systems Auditor
- CISSP – Certified Information Systems Security Professional
- CPA – Certified Public Accountant
- HCISPP – HealthCare Information Security and Privacy Practitioner
- PCI QSA – Payment Card Industry Qualified Security Assessor

Our thorough analyses help clients who rely on Internet technology or software applications identify risk and implement strategies to minimize exposure. Our dedicated team brings years of industry and professional services experience, as well as critical certifications, to each of our engagements.

Drawing on our broader firm resources and our deep experience in IT, we are dedicated to resolving tough issues for our clients, from project management and regulatory compliance assistance to digital forensics and incident response. Our IT Advisory Service Offerings include:

- IT / Operational Risk Assessments & IT SOX
- System and Organization Controls Reporting (SOC 1, SOC 2, SOC Cyber Risk Management)
- Privacy & Security
- Compliance – GLBA, HIPAA, PCI, FISMA / FEDRAMP
- Network Assessments, Incident Response
- Sensitive Data Scanning
- Finance Technology Integration
- Project Management & Leadership Assistance
- Digital & Computer Forensics
- Business Continuity Planning Services
- IT & Operational Due Diligence Assistance



## engagement team

### OUR PROFESSIONALS

Each professional we have assigned to your organization plays a critical role and has unique skill sets and industry experience valuable to a dynamic team. We emphasize strong internal communication throughout our engagements, allowing our professionals to bring valuable technical skills and experiences to the table when developing our deliverables. Multiple perspectives on the same issue ensure thorough evaluations and clear and comprehensive recommendations to management.

Here at DHG, you'll receive personalized service provided by a team of professionals who are eager to share their knowledge and experience with you. The following professionals will make up your engagement team. Additional staff from our practice will be assigned to assist on the engagement.



Rodney Murray, CISA, CRISC

Principal, IT Advisory

rodney.murray@dhgllp.com | 704.367.7062

- More than 30 years of experience in information technology and business applications, including providing internal audit and risk management services
- Risk and advisory experience includes managing and performing technology risk and controls assessments, Sarbanes-Oxley compliance, HIPAA and GLBA privacy compliance, business process analysis, Service Organization Control (SOC) reporting and assistance to internal audit functions
- Serves a variety of industries, including financial institutions, healthcare providers, state and local governments, manufacturers, hosting and application service providers and third-party services providing financial transaction processing

#### Licenses & Certifications

- Certified Information Systems Auditor
- Certified Risk and Information Systems Control

#### Education

- University of North Carolina, Chapel Hill, Bachelor of Science, Business Administration



Rick Slater, CPA

Managing Partner, West Virginia

rick.slater@dhgllp.com | 304.414.2605

- 27+ years of business and tax consulting experience, including in strategic advisory capacities for numerous clients involved in mergers and acquisitions, capital structuring, tax restructuring plans, business incentives and grants, public/private development plans, and state and local taxation
- worked with many companies in entity selection, raising capital and research and development spending related to state economic and tax policies.
- preeminent tax advisors in the market. His work on state and local taxation issues encompasses a myriad of West Virginia and other states' income and franchise-based assessments. He is also involved in many leadership capacities related to economic and tax policies affecting the State of West Virginia.

#### Licenses & Certifications

- CPA: Certified Public Accountant, NC and WV

#### Education

- Marshall University, Bachelor of Science in Accounting, *magna cum laude*

#### Honors & Appointments

- Gubernatorial appointment as a Commissioner of the West Virginia Industrial Council
- Gubernatorial appointment to the WV Economic Development Authority
- Gubernatorial appointment to the WV Pension Bond Advisory Commission
- 2016 "Sharp Shooter" Honoree by the *West Virginia Executive* magazine



**Alex Douds, CISSP, CISA, CTGA, PCI QSA Senior Manager, IT Advisory**

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alex.douds@dhgllp.com | 704.367.7026

- More than 16 years of experience in network infrastructure and systems security controls
- Serves as subject matter expert in the areas of Internal Audit, Payment Card Industry (PCI) compliance and Service Organizational Control (SOC) Reports.
- Experience includes a wide range of IT and business process controls audits including in the government, retail, manufacturing, financial and healthcare industries, primarily conducting out-source and co-source internal audits, PCI Reports on Compliance, SOX 404 Compliance, and SSAE 18 / SOC 1 and 2 reports

**Licenses & Certifications**

- Certified Information Systems Security Professional (CISSP)
- Certified Information Systems Auditor (CISA)
- PCI Qualified Security Assessor (PCI QSA)
- Certified TG-3 Auditor (CTGA)

**Education**

- George Washington University, Master of Science, Engineering Management, concentration in Information Security
- James Madison University, Bachelor of Science in Political Science



**Art Rhoades, CBSM**

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**Senior Associate, IT Advisory**

art.rhoades@dhgllp.com | 704.224.6036

- Performs IT Risk Assessments for financial institutions, as well as testing SOX-related IT controls
- Assists in cybersecurity related IT controls testing and performing IT general control assessments for many financial services audit clients
- Assists with testing and documenting SOC 1/SSAE 18 controls
- Assists with penetration testing and social engineering testing for various clients

**Licenses & Certifications**

- Certified Banking Security Manager (CBSM)

**Education**

- North Carolina State University, Master of Accounting Information Systems Focus
- Catawba College, Bachelor of Science, Business Administration, Accounting and Information Systems, Minor



Tayler Harvey

Senior Associate, IT Advisory

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tayler.harvey@dhgllp.com | 704.367.7031

- Assists with testing and documentation for SOC 1/SSAE 16 examinations
- Experience with documenting and testing SOX-related IT Controls for clients in financial services
- Performed internal audit function to deliver IT SOX support for a Fortune 500 company
- Performs IT General Control Assessments in support of Financial Statement Audits for clients in a variety of industries
- IT and Operational Risk Assessment and Consultation experience as well as IT Audits and performing Meaningful Use Security Risk Assessments

#### Licenses & Certifications

- American Institute of Certified Public Accountants
- Institute of Internal Auditors
- Information Systems Audit & Control Association

#### Education

- University of North Carolina, Wilmington, Master of Science, Accountancy, *cum laude*; Bachelor of Science, Information Systems, *cum laude*, Bachelor of Science, Accountancy



## client references

DHG is a full-service certified public accounting organization that provides a variety of services to authorities, boards and commissions, local government units, and colleges and universities. DHG's prior engagements with the State of West Virginia include:

CLIENT	PROJECT	DHG CONTACT
<b>West Virginia Housing Fund</b>	<ul style="list-style-type: none"> <li>Digital Forensics and Incident Response Audit (DFIR)</li> </ul>	Rodney Murray, Principal, DHG
<b>School Building Authority of West Virginia</b>	<ul style="list-style-type: none"> <li>Financial Statement Audit</li> </ul>	Norman Mosrie, Partner, DHG
<b>West Virginia Board of Risk and Insurance Management</b>	<ul style="list-style-type: none"> <li>Financial Statement Audit</li> </ul>	Norman Mosrie, Partner, DHG
<b>West Virginia Offices of the Insurance Commissioner</b>	<ul style="list-style-type: none"> <li>Financial Statement Audit</li> </ul>	Norman Mosrie, Partner, DHG

The following is a list of representative clients for whom DHG has provided similar IT Advisory services:

CLIENT	TIMING	PROJECT	REFERENCE
<b>Airfacts Inc. Bethesda MD</b>	2012 - Present	<ul style="list-style-type: none"> <li>SOC 1</li> <li>SSAE (16)</li> <li>PCI Report on Compliance</li> <li>Risk Assessments</li> </ul>	April Pearson President 301.657.9214 apearson@airfacts.com
<b>Output Services Group, Inc. Mt. Airy NC</b>	2015 - Present	<ul style="list-style-type: none"> <li>SOC 1 Type II</li> <li>SOC 2 Type II</li> </ul>	Dwight Springthorpe Senior VP, Networks & Security 336.783.5908 dspringthorpe@southdata.com
<b>Public Safety Corporation Waldorf MD</b>	2013 - 2016	<ul style="list-style-type: none"> <li>SOC 1 Type II</li> <li>SOC 2 Type II</li> </ul>	Chuck Inderrieden Director, Finance & Administration 210.607.1400 cinderrieden@publicsafetycorp.com
<b>Sageworks, Inc. Raleigh NC</b>	2012 - Present	<ul style="list-style-type: none"> <li>SOC 1 Type II</li> <li>SOC 2 Type II</li> </ul>	Emily Larkin Information Security Officer 919.851.7474 emily.larkin@sageworks.com



## approach

Our engagement will include procedures to obtain evidence about the fairness of presentation of the description of the system and the suitability of the design and operating effectiveness of controls to achieve the control objectives included in the description. Our examination will include procedures to assess the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives. Our procedures will also include testing the operating effectiveness of those controls we consider necessary to provide reasonable assurance that the related control objectives stated in the description were achieved. We will also evaluate the overall presentation of the description and the suitability of the control objectives included in the description, and the suitability of the criteria described in IGT Global Solution's assertion.

Because our examination is designed to provide reasonable, but not absolute, assurance, and because we will not perform a detailed examination of all aspects and transactions of the system, there is a risk that certain elements of the description may not be fairly presented and that certain controls may not be suitably designed or operating effectively. In addition, our engagement cannot be relied on to disclose all instances of noncompliance with laws and regulations, fraud, or material errors attributable to management or other service organization personnel. However, if we become aware of such incidents that are not clearly trivial and that may affect one or more user entities, we will inform you of such instances. You understand it is your responsibility to communicate with the affected user entities about such instances and to provide us with evidence or support for such communications, unless the occurrence is clearly inconsequential.

The Lottery is responsible for providing a written assertion that will be included in, or attached to IGT Global Solution's description of the IT general control environment at the organization's facilities for processing user entities' transactions and provided to user entities. The Lottery is responsible for

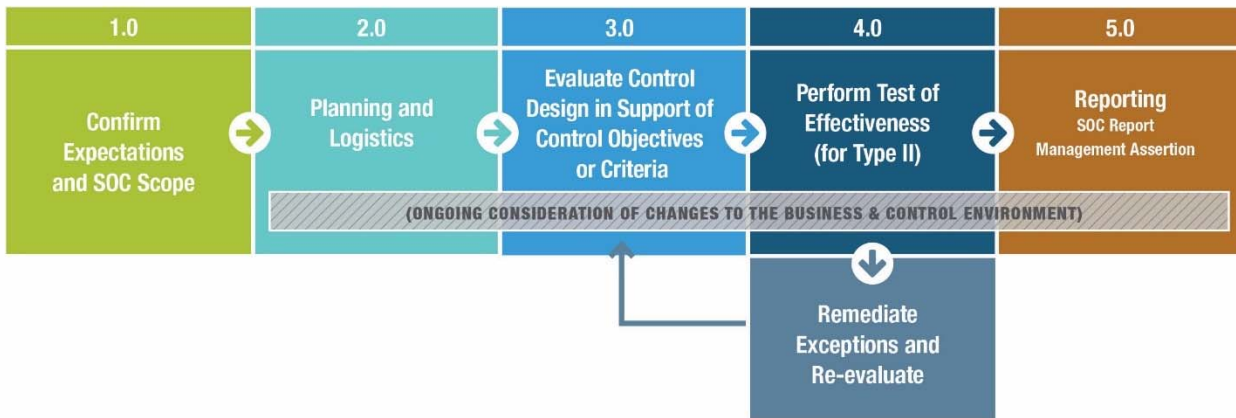
- (1) preparing the description, including the completeness, accuracy, and method of presentation of the description and assertion;
- (2) providing the services covered by the description;
- (3) having a reasonable basis for the assertion;
- (4) selecting the criteria to be used and specifying them in the assertion;
- (5) specifying the control objectives and stating them in the description;
- (6) identifying the risks that threaten the achievement of the control objectives; and
- (7) designing, implementing, and documenting controls that are suitably designed and operating effectively to provide reasonable assurance that the control objectives stated in the description will be achieved.

The Lottery is also responsible for informing us of any (1) actual, suspected, or alleged intentional acts by management or employees that could adversely affect the fairness of the presentation of the description of the system or the completeness or achievement of stated control objectives; (2) deficiencies in the design of controls; (3) instances where controls have not operated as described; and (4) events subsequent to the date of the description of the system that could have a significant effect on your assertion.



## PROJECT TIMELINE: SSAE18 SOC 1 TYPE II EXAMINATION

DHG will perform a SOC 1 Type II examination of certain general technology controls, supporting processes, and operating systems in accordance with the RFP.



DHG will perform an examination of control design and operating effectiveness through a combination of interviews, reviews of policies, substantive testing of procedures, system reports, related documentation, and physical observations while onsite at each location.


The scope of the engagement as noted above was determined through the RFP. Final determination of scope will be determined upon contract award and be reflected in an engagement letter.

# DHG about our firm

Dixon Hughes Goodman LLP (“DHG”) is a CPA and advisory firm offering assurance, tax and advisory services. As a Top 20 accounting and advisory firm headquartered in Charlotte, NC, we combine deep experience with a strong commitment to personal service.

DHG is a registered vendor in the State of West Virginia and is qualified to practice as Certified Public Accountants in good standing with the West Virginia Board of Accountancy. DHG meets all requirements imposed by West Virginia and other local laws, rules and regulations including not having a delinquent tax liability with the State.

We have more than 2,000 professionals in 13 states and 250 partners and principals who direct these resources to your best advantage. We devote significant effort and resources to keeping ourselves and our clients abreast of new and evolving technical pronouncements, industry trends, and federal, state and local laws. We are passionate about helping our clients succeed—and we do so through a resourceful approach to solving problems, providing solutions and helping our clients achieve their goals.



People, including 250 Partners / Principals **2,000+**



One of the top 20 largest accounting firms in the U.S. **TOP 20**



SEC / Public Audit Clients **60+**

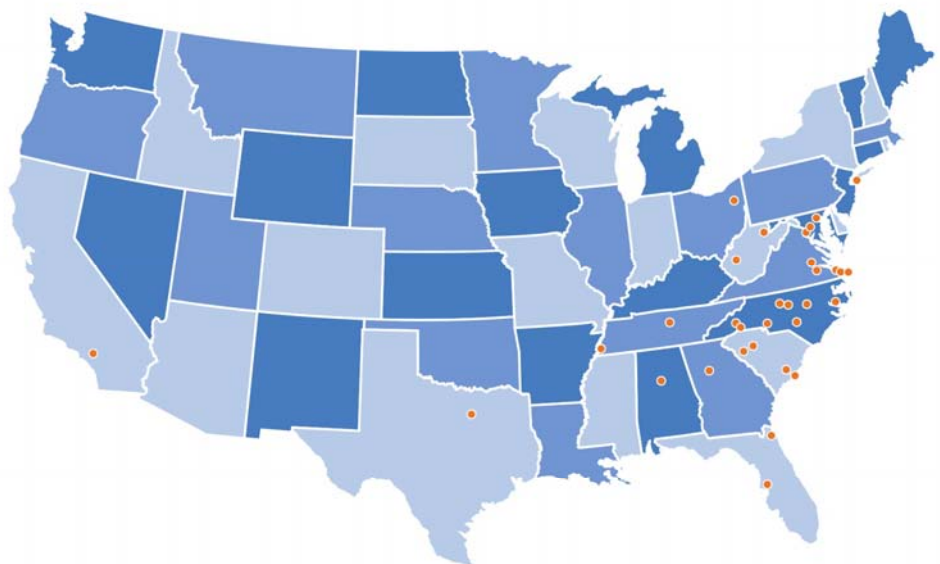


States with resources serving clients across the U.S. and internationally **13**

**Praxity** MEMBER OF GLOBAL ALLIANCE OF INDEPENDENT FIRMS  
 Member of Praxity, an international alliance of independent accounting firms that offers multinational clients access to resources around the world

## THERE WHEN IT COUNTS

- Experienced professionals who understand your industry
- Significant partner involvement
- Ongoing communication to avoid surprises
- Focused on business risks & their impact on your entity
- Accessible, responsive, hands-on style
- Customized service vs. one-size-fits-all approach
- Big Four alternative



**DHG does business in all 50 states from offices in:**

Alabama | California | Florida | Georgia | Maryland | New York | North Carolina  
 Ohio | South Carolina | Tennessee | Texas | Virginia | West Virginia

The local office address is:

500 Virginia Street East, Suite 800  
Charleston WV 25301  
T: 304.343.0168  
F: 304.343.1895

Our headquarters:

4350 Congress Street, Suite 900  
Charlotte, NC 28209  
T: 704.367.7020  
F: 704.367.7760

## **STRUCTURE**

DHG is a limited liability partnership. More than 250+ partners, principals and directors lead the firm's professionals. For a listing of all of our Partners, Principals and Directors, please visit our website at [www.dhgllp.com](http://www.dhgllp.com), where you will find complete resumes for each one.

DHG's Executive Committee represents the partners and principals in overseeing the governance of the DHG Partnership Agreement. Kent Satterfield is Chairman of the Executive Committee. Matt Snow, Chief Executive Officer of the firm, and ten partners also serve on the committee. The Chief Operating Officer is Michael Crawford. Areas reporting to the CEO include human resources, talent acquisition, professional development, business service lines, regional and market leaders, internal accounting and resource management, and risk management resources.

## **LOCATIONS**

DHG has offices in the following locations:

- Alabama - Birmingham
- California – Los Angeles
- Florida – Jacksonville, Tampa Bay
- Georgia - Atlanta
- Maryland – Baltimore, Gaithersburg
- New York – New York
- North Carolina – Asheville, Charlotte (2 offices), Greenville, Hendersonville, High Point, Pinehurst, Raleigh, Winston-Salem
- Ohio - Cleveland
- South Carolina – Charleston, Greenville, Spartanburg, Summerville
- Tennessee – Memphis, Nashville
- Texas - Dallas Fort Worth
- Virginia – Chester, Newport News, Norfolk, Richmond, Tysons, Virginia Beach
- West Virginia – Charleston, Morgantown

## **CONTACTS**

Rodney Murray, Principal -in-Charge, IT Advisory  
4350 Congress Street, Suite 900  
Charlotte, NC 28209  
T: 704.367.7062  
rodney.murray@dhgllp.com

Rick Slater, Managing Partner, Western Mid-Atlantic  
500 Virginia Street East, Suite 800  
Charleston WV 25301  
T: 304.414.2605  
rick.slater@dhgllp.com

## **INDEPENDENCE**

DHG is a registered CPA firm and recognizes that confidentiality, independence, integrity and objectivity are essential elements of our practice, and we have established policies and procedures that provide reasonable assurance that independence is maintained. The policies and procedures adopted by the Firm supplement the American Institute of Certified Public Accountants (the AICPA) Code of Professional Conduct, the rules and regulations of applicable state boards and any other regulatory agency under which we practice, and those required by Government Auditing Standards, if applicable. DHG acknowledges that in some instances, the independence rules of certain regulatory agencies are more restrictive than those of the AICPA. It is the policy of our firm and a professional requirement that professional personnel performing engagements subject to such rules be familiar and comply with the rules of those agencies.

We are independent of the State of West Virginia and its component units. Further we are not aware of any relationship between the Firm and the Lottery or IGT that would impair our independence or objectivity related to the engagement.

## **DISCIPLINARY ACTION**

There are no disciplinary actions facing the firm, no pending litigation of significance and no matters relating to audit negligence. Out of an abundance of caution, we routinely report certain matters to our insurance carrier that relate to incidents involving our professional practice. Based on our most recent summary, none of these matters would have a significant financial impact on our firm or have any impact on our ability to deliver services to our clients.

## **WEST VIRGINIA ATTORNEY**

Jackson Kelly PLLC  
304.340.1000

## **TERMINATION OF CONTRACTS OR PENALTIES**

There have been no service terminations by government entity clients for the services noted in this proposal.

## **FEDERAL EMPLOYER IDENTIFICATION NUMBER**

FIN Number: 560747981

REQUEST FOR QUOTATION  
STATEMENT ON STANDARDS FOR ATTESTATION ENGAGEMENTS NO.18 (SSAE 18)

---

**EXHIBIT A**

PRINT NAME	Rodney Murray, Principal-in-Charge
SIGNATURE	
COMPANY NAME	Dixon Hughes Goodman LLP
COMPANY ADDRESS	4350 Congress Street, Suite 900
	Charlotte, NC 28209
PHONE	704.367.7020
FAX	704.367.7760
EMAIL ADDRESS	rodney.murray@dhgllp.com

ALL-INCLUSIVE PRICE (Consists of all charges and expenses, including travel, meals and lodging.)	<b>YEAR 1</b>	\$ 31,000
	<b>YEAR 2</b>	\$ 32,000
	<b>YEAR 3</b>	\$ 33,000
<b>TOTAL BID AMOUNT YEAR 1, 2, AND 3</b>		<b>\$ 96,000</b>

Signature: Rodney V. Murray

Date: 09/07/2017

Title: Principal

By my signature above I certify that the bid submitted meets or exceeds all the mandatory specifications of this solicitation. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DixonHughes Goodman LLP

Company

  
Authorized Signature

9/6/2017

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 34 - Service - Prof

Proc Folder: 358306

Doc Description: ADDENDUM 2- SSAE 18 STATEMENT OF STANDARDS ATTESTATION

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-30	2017-09-07 13:30:00	CRFQ 0705 LOT1800000001	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Dixon Hughes Goodman LLP  
 500 Virginia Street East, Suite 800  
 Charleston WV 25301  
 p 304.343.0168  
 f 304.343.1895

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN # 56-0747981

DATE 9/6/2017

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum

Addendum 2 issued to publish and distribute the attached information to the vendor community.  
 .....

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish a contract for a Statement on Standards for Attestation Engagements No.18 (SSAE 18) for a review of IGT Global Solutions Corporation.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AUDIT SERVICES				

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description :

THE WV LOTTERY IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR A STATEMENT ON STANDARDS FOR ATTESTATION ENGAGEMENTS NO. 18 (SSAE 18) FOR REVIEW OF IGT GLOBAL SOLUTIONS CORP FOR THE PERIOD 4/1/2018 TO 3/31/2019.



<b>LOT1800000001</b>	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM 2- SSAE 18 STATEMENT OF STANDARDS ATTESTATION	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ LOT1800000001**

**Addendum Number: 02**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish the vendor's questions and agency's answers.

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

**Vendor Questions and Agency Answers  
CRFQ LOT1800000001  
SSAE 18 Statement of Standards Attestation**

**Q1) Reference General Term and Conditions, Section 42, Background Check. What is the per person cost of the fingerprint-based state and federal background inquiry?**

**A1) Lottery pays for required background checks.**

**Q2) Reference Specifications, Section 2.2. Must ALL proposed staff have at least 5 years of experience, or is it acceptable for key staff to have at least 5 years of experience that relates to providing services similar to those described in the solicitation?**

**A2) All staff must have 5 years of experience.**

**Q3) Reference Specifications, Section 3.5. Given that the awarded vendor will not know what "additional substantive procedures" or "areas of interest" are required until contract award, how should we include pricing for these additional procedures in our response, or will the awarded vendor be allowed to propose pricing changes based on additional procedures requested?**

**A3) Bids should be based on the Specifications in the Request for Quotation, with reference to the standards set forth in Statement of Standards for Attestation Engagements No. 18.**

**Q4) General question. When did IGT Global Solutions Corp. start as the WV Lottery service organization?**

**A4) 2009**

**Q5) General questions. Has a SOC 1 audit (under SSAE 16 or SSAE 18 standards) been performed/completed previously of IGT Global Solutions Corp. as the WV Lottery service organization? If so:**

**a. What was the audit period covered by the most recent audit (or if the audit is ongoing, what will be the period covered)?**

**A5.a) Yes, vendor is currently auditing the period 07/01/16 – 06/30/17.**

**b. How many Control Objectives and associated Control Activities are included in the most recent audit?**

**A5.b) Approximately 81**

**c. Can we be provided the Controls Objectives and associated Control Activities for the Objectives so that we can determine the expected level of effort required to complete the audit?**

A5.c) Yes, that information will be provided upon contract award.

- d. What firm completed the most recent audit or is currently conducting the audit if it is still on-going?

A5.d) Arnett, Foster, Toothman, PLLC

- e. What fees were paid to the incumbent firm for the most recent audit (or will be paid for the current audit if it is still on-going)?

A5.e) Fees paid to current vendor for SSAE16 audit may be obtained from the bids received for Solicitation CRFQ LOT15\*1 with a bid opening date of 12/3/2014 at <http://www.state.wv.us/admin/purchase/bids/FY2015/BO20141203.html> However, it is the Vendor's responsibility to review the specifications for this solicitation since they have changed from the previous solicitation.

- f. Can the incumbent firm (if there is one) bid on this solicitation?

A5.f) Yes.

- Q6) Will the Lottery provide a project coordinator to assist the selected consultant with collecting information and scheduling meetings, etc.?

A6) No, this is between the vendor and the auditee.

- Q7) The "Disclosure of Interested Parties to Contracts" and "Purchasing Affidavit" forms need to be notarized. It is our understanding that we can still submit our proposal via wvOASIS. Please confirm or clarify.

A7) Your bid can be submitted online using wvOASIS.gov and the Vendor Self Service module.

Forms can be uploaded to the header as attachments. If not submitted with bid, these forms may also be requested prior to award.

- Q8) Does the West Virginia Lottery use any type of document management system for audit documents (such as Compliance 360)? Can the Lottery provide documentation electronically in advance of the consultant's onsite visits if appropriate security measures are met (Secure file transfer sites)?

A8) While the Lottery does not use any such system, it may be able to provide documentation electronically if appropriate security measures are in place. The Lottery anticipates, however, that most of the required documentation will come from IGT.

**Q9) To confirm, the period of review is 4/1/18 to 3/31/19?**

**A9) Yes.**

**Q10) How many control objectives and controls need to be tested?**

**A10) Approximately 81**

**Q11) Are there any subservice organizations that need to be expressly included or carved out of the audit?**

**A11) No.**

**Q12) Please provide bidders with a copy of the most recent SSAE 16 report of IGT that is available for review.**

- a. If the report cannot be shared publicly, please share if the opinion was qualified, disclaimed, or unqualified.**
- b. Also, how many control objectives and control activities were included?**

**A12) A copy can be provided upon contract award. The SOC 1 report for the period of July 1, 2015 through June 30, 2016, which contained an unqualified opinion, included 78 Control Policies & Procedures under 17 Control Objectives.**

**Q13) Have there been any significant changes in the Lottery's relevant systems, operations, or responsibilities since the last SSAE 16 report?**

- a. If yes, will necessary edits to the description, control objectives, and control activities be made prior to the upcoming SSAE 18 examination?**

**A13) Not to our knowledge. However, the Lottery recently awarded to IGT a new contract for the Instant and On-line Gaming System. The Lottery and IGT are currently discussing requirements for this system, which will be implemented effective June 28, 2018.**

**Q14) In what city or cities are the physical locations the selected consultant will need to visit as part of this project?**

**A14) Charleston, WV**

**Q15) Regarding Item 8 (Addendum Acknowledgement) at the top of page 6 of the RFQ: I do not see the "Addendum Acknowledgement Form" in my copy of the RFQ. Where may I find this form?**

A15) This form will be sent with each Addendum as issued.

Q16) Regarding "License(s) / Certifications / Permits on page 12 of the RFQ: Do bidders need to include proof of our Certified Public Accounting license in our proposals? Or is this a requirement of the selected consultant only?

A16) It is preferred that this be submitted with the bid. If not submitted with bid, these forms may also be requested prior to award.

Q17) Regarding Item 8 (Insurance) at the top of page 13 of the RFQ: Do bidders need to provide proof of insurance in our proposals? Or is this a requirement of the selected consultant only?

A17) It is preferred that this be submitted with the bid. If not submitted with bid, these forms may also be requested prior to award.

Q18) Regarding Item 12 (Acceptance) on page 14 of the RFQ: Does the Lottery have a preferred timeframe for proposals to remain valid (e.g. 90 days, 120 days, etc.)? Is 90 days sufficient?

A18) The pricing proposed by vendor is firm for the life of the contract. A vendor's inclusion of price adjustment provisions in its bid, without express authorization from the State in the Solicitation to do so, may result in bid disqualification.

Q19) Regarding item 2.1 at the bottom of page 26 of the RFQ: Since SSAE 18 became effective a few months ago (on May 1, 2017), will the Lottery accept one year of experience with SSAE 18 and SSAE 16 combined?

A19) Yes

Q20) Regarding item 3.6 at the top of page 32 of the RFQ: Since the review period ends on 3/31, is August 31<sup>st</sup> the correct due date for the report to be issued?

A20) Yes

Q21) Regarding the Lottery's most recent SSAE 16 review of IGT:

a. What vendor conducted the work?

A21.a) Arnett, Foster, Toothman PLLC

b. What was the dollar value of the previous contract for this work?

A21.b) Fees paid to current vendor for SSAE16 audit may be obtained from the bids received for Solicitation CRFQ LOT15\*1 with a bid opening date of 12/3/2014 at <http://www.state.wv.us/admin/purchase/bids/FY2015/BO20141203.html> However, it is the Vendor's responsibility to review the specifications for this solicitation since they have changed from the previous solicitation.

c. Approximately how many hours did the vendor spend on-site?

A21.c) This information is unknown by the Lottery.

d. Approximately how many hours in total did the vendor spend conducting this assessment?

A21.d) This information is unknown by the Lottery.

e. Will the results of the previous assessment be shared with the selected consultant?

A21.e) Yes

Q22) Does the Lottery have a budget estimate or range for this project that you can share? If yes, please provide detail.

A22) The budget amount is not provided to bidders.





Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 34 - Service - Prof

Proc Folder: 358306

Doc Description: ADDENDUM 1 - SSAE 18 STATEMENT OF STANDARDS ATTESTATION

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-29	2017-09-07 13:30:00	CRFQ 0705 LOT1800000001	2

**BID RECEIVING LOCATION**


BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X 

FEIN # 56-0747981

DATE 9/6/2017

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum

Addendum 1 issued to publish and distribute the attached information to the vendor community.  
.....

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish a contract for a Statement on Standards for Attestation Engagements No.18 (SSAE 18) for a review of IGT Global Solutions Corporation.

INVOICE TO		SHIP TO	
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CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AUDIT SERVICES	0.00000			

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description :

THE WV LOTTERY IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR A STATEMENT ON STANDARDS FOR ATTESTATION ENGAGEMENTS NO. 18 (SSAE 18) FOR REVIEW OF IGT GLOBAL SOLUTIONS CORP FOR THE PERIOD 4/1/2018 TO 3/31/2019.

**SOLICITATION NUMBER: CRFQ LOT1800000001**

**Addendum Number: 01**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to September 7, 2017 at 1:30PM, EST.

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 17, 2017 at 10:00 AM EST.

Submit Questions to: Michelle Childers, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Michelle.L.Childers@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 30, 2017 at 1:30 PM EST.

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”



**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on April 1, 2018 and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed twenty-four (24) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

LICENSED CERTIFIED PUBLIC ACCOUNTANT

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\$500,000.00

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**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

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**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

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**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_  
for \_\_\_\_\_.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

REQUEST FOR QUOTATION  
STATEMENT ON STANDARDS FOR ATTESTATION ENGAGEMENTS NO.18 (SSAE 18)

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**SPECIFICATIONS**

**PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish a contract for a Statement on Standards for Attestation Engagements No.18 (SSAE 18) for a review of IGT Global Solutions Corporation.

**BACKGROUND:** The West Virginia Lottery (Lottery) was created and organized in April 1985 to generate revenue to benefit the citizens of the state. Through the years, the mission has evolved to include the specific funding of programs benefiting education, senior citizens, tourism, and other programs as the Legislature may determine. To meet this requirement to generate revenues, the Lottery began selling instant game tickets on January 9, 1986, and began selling on-line game tickets on November 25, 1986.

The Lottery contracted with IGT GLOBAL SOLUTIONS CORP. Corporation, Providence Rhode Island for the Instant and On-line Gaming System on June 28, 2009. The primary functions of the Instant and On-line Gaming System are as follows:

Transaction processing of Instant and On-line Products:

- Powerball (Multi-state Lottery (MUSL) product)
- Mega Millions (Multi-state Lottery (MUSL) product)
- Hot Lotto (Multi-state Lottery (MUSL) product)
- Daily 3
- Daily 4
- Cash 25
- Travel Keno
- Monopoly (Multi-State Lottery (MUSL) product) starts January 2015

Transactions for each product offered:

- Sales
- Validations
- Terminal Reports
- Instant Ticket Validation
- Retrieval of report data
- Instant Product Inventory movement
- ICS processing
- Billing functions



REQUEST FOR QUOTATION  
STATEMENT ON STANDARDS FOR ATTESTATION ENGAGEMENTS NO.18 (SSAE 18)

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- Promotions (Gaming promotions)
- Ticket Stock Inventory and Controls (GGuard)

The IGT GLOBAL SOLUTIONS CORP. Enterprise Series (ES) solution has been configured to provide a combination of performance, reliability, flexibility, and resilience over the term of the contract. The ES Transaction Engine (ESTE) is a key part of the ES solution.

The architecture comprises four redundant, physically separate, fully integrated ES Transaction Engines. Each runs on an IBM System p52a server. The four ES Transaction Engines are securely linked together (N-Plexed) across two data centers: the PDC in Charleston, West Virginia and a Backup Data Center (BDC) in the Middletown Mall in White Hall, West Virginia. These systems operate in a quadruplex configuration to provide multiple levels of redundancy. This configuration maintains operation and data integrity in the event of a system failure at the PDC or a total failure of the PDC requiring a failover to the two systems at the BDC. The IBM p52a servers were installed in April 2009 and operational in June 2009. The primary functions of the p52a servers are as follows:

- Instant & On-line Weekly Accounting
- Telemarketing (Instant Product)
- Sales Tracking (Instant & On-line Products)
- Billing (Instant & On-line Products)
- Prize Payments (Instant & On-line Products)
- Inventory Control (Instant Products)
- Retailer Tracking (Instant & On-line Products)
- Instant Product Reports
- Separate Billing Reports for Instant and On-line Products

Internal Control System (ICS) is used to balance the Instant and On-line Gaming System IBM eServers 3500. Two Systems are located in Charleston, WV, and one in White Hall, WV. All systems reside in Lottery Data Centers. IGT GLOBAL SOLUTIONS CORP. is an international company that designs, manufactures, installs, and operates instant and on-line ticket wagering systems for domestic and foreign governments and government-licensed organizations. The Lottery also has a Development ICS System located at the vendors PDC location.

REQUEST FOR QUOTATION  
STATEMENT ON STANDARDS FOR ATTESTATION ENGAGEMENTS NO.18 (SSAE 18)

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IGT GLOBAL SOLUTIONS CORP. is under the local management of the account executive. The organization is divided into the following departments:

- Field Services
- Computer Operations
- Marketing and Telsell
- Hotline

IGT GLOBAL SOLUTIONS CORP. instant and on-line gaming system includes the following components:

- Central Systems
- Disaster Recovery with Business Continuity
- Terminals – Altura (Online/Instants) and LTG (Pay n Play)
- Hardware and Software
- Services
- Personnel to manage, operate, support and maintain the systems.

The IGT GLOBAL SOLUTIONS CORP. Online telecommunications network is comprised of the following technologies to support critical applications:

- Internet Protocol (IP) from terminal to host.
- A hybrid-technology, integrated online network.
- Approximately 95 percent VSAT
- Approximately 5 percent cellular.

The communication network provides a dedicated, always-on private network – consisting primarily of VSAT and cellular (depending upon availability per retailer) to support end to end connectivity from the online lottery terminals to the data centers. Each data center will be connected via redundant, high bandwidth, T-3 ATM links to ensure that all transactions are logged at both data centers.

IGT GLOBAL SOLUTIONS CORP. operates satellite technology from its satellite hubs in Nevada, Texas and Rhode Island. IGT GLOBAL SOLUTIONS CORP. provides field service employees that provide support to the satellite (on premise equipment) and retailer terminals.

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Each retailer location has a Lottery terminal, of which, there are two types, an On-line (Altura) and an LTG "Lottery to Go" (Pay n Play) terminal. Not all locations have the LTG terminals.

**Office Locations**

The Lottery operates out of two administrative offices, including a claim center and a warehouse, located at 900 Pennsylvania, Charleston, WV 25302. The West Virginia Lottery hot site is located at 2500 Fairmont Avenue, White Hall, West Virginia.

The IGT GLOBAL SOLUTIONS CORP. office is located at 1700 MacCorkle Avenue, SE, 5<sup>th</sup> Floor, Charleston, WV 25314.

1. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **"Contract Services"** means SSAE 18 standard will be used for reporting on controls at IGT Global Solutions Corporation. Relevant to internal controls for financial reporting as more fully described in these specifications.
  - 2.2 **"Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
2. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 2.1. It is the desire of the Lottery that the vendor be a licensed CPA firm with five (5) years of prior experience in SAS70 reviews and one (1) year experience in SSAE 18 reviews. Vendors should identify no less than two (2) comparable engagements, which have been conducted by the vendor over the past five years. Subcontracts are not permissible.
  - 2.2. Successful vendor should provide personnel resumes that include the name, title, responsibilities, education, and accounting, auditing, and EDP experience, including at least five years of experience and details of any experience that relates to providing services similar to those described in this solicitation, of all individuals,

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who will be assigned to work on any contract awarded pursuant to the solicitation, and the amount of time each will devote to such work. Sufficient detail must be provided to enable the Lottery to determine that the personnel assigned can perform the work specified in the solicitation. The Lottery reserves the right to reject the employees assigned to work on this review.

**2.3 Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.**

**2.4 Background and Management**

The successful vendor should provide the following information or an indication that the information is not applicable to them and why not:

**2.4.1 Business name and address of the vendor submitting the quotation and the names and addresses of the following:**

- a. If the vendor is a partnership, all of the general and limited partners;
- b. If the vendor is a trust, the trustee and all persons entitled to receive income or benefit from the trust;
- c. If the vendor is a limited liability company or limited liability partnership, the members, partners, officers and directors;
- d. If the vendor is an association, the members, officers and directors;
- e. If the vendor is a corporation, the officers, directors, and each owner or holder, directly or indirectly, of any equity security or other evidence of ownership of any interest in the corporation; except that in the case of owners or holders of publicly held equity securities of a publicly traded corporation, only the names and addresses of those owning or holding five percent or more of the publicly held securities must be disclosed; and

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- f. If the vendor is a subsidiary company, each intermediary company, holding company or parent company involved therewith and the officers, directors and stockholders of each; except that, in the case of owners or holders of publicly held securities of an intermediary company, holding company, or parent company that is a publicly traded corporation, only the names and addresses of those owning or holding five percent or more of the publicly held security must be disclosed.
- 2.4.2** The type of business entity (e.g., corporation, partnership, etc.). If the vendor is a corporation, all states in which the vendor is authorized to do business and the nature of that business.
- 2.4.3** The place of the vendor's incorporation, if any.
- 2.4.4** The name, address, and telephone number of a representative to contact regarding all matters.
- 2.4.5** The name and telephone number of all attorneys and law firms representing the vendor in the State of West Virginia, if any.
- 2.4.6** A list of jurisdictions which the vendor has contracts to supply gaming materials, equipment or services.
- 2.4.7** The details of any conviction by a federal or any state court of the vendor or any person whose name and address is required herein for a criminal offense punishable by imprisonment for more than one year and the submission of a full set of fingerprints of such person made at a law enforcement agency by an agent or officer of such agency on forms supplied by the Lottery. Forms will be provided at a vendor's request.
- 2.4.8** The details of any disciplinary action taken by any state against the vendor or any person whose name and address is required herein regarding any matter related to gaming services or the selling, leasing, offering for sale or lease, buying or servicing of gaming materials or equipment.
- 2.4.9** The details of any disciplinary action taken by a state against the vendor or any person whose name and address are required herein regarding any order, judgment or decree of any court of competent jurisdiction, federal, or state authority permanently or temporarily enjoining him from, or otherwise limiting his participating in any type of professional or business practice or activity (i.e., licenses, suspension and/or revocation of same).

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- 2.4.10** The details of any termination of a contract for any reason during the last five years.
- 2.4.11** The details of any assessment of penalties under any of its existing or past contracts, including the public jurisdiction, the reason for the penalties, and the penalty amount of each incident.
- 2.4.12** The vendor's Federal Employer Identification Number and the West Virginia Tax Identification Number shall be provided.
- 2.4.13** Upon contract award successful vendor must disclose any potential conflict of interest relative to the performance of the requirements of this solicitation. Any vendor's employees who are former Lottery or IGT GLOBAL SOLUTIONS CORP. employees must be identified along with their position and responsibilities within the vendor's organization. Also, any personal or business relationship between the vendor, the principals, and employees assigned to the review and/or of their immediate families with any employee of the Lottery or IGT GLOBAL SOLUTIONS CORP. must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. If a conflict of interest does exist, the employee will be disqualified. Failure to disclose any such relationship may be a cause for contract termination or disqualification of the quotation.
- 2.4.14** Because of the relationship between the Lottery and IGT GLOBAL SOLUTIONS CORP., the Lottery will initiate investigations into the background of any firm, officers, principals, investors, owners, subcontractors, employees or any other associates of the vendor(s) it deems necessary at its sole discretion. Such background investigations may include, but not be limited to, financial/credit and criminal matters; other inquiries, as deemed appropriate to verify information and conduct the background investigation, and fingerprint identification by the Lottery, the West Virginia State Police and/or the Federal Bureau of Investigation. As a part of the overall background investigation, the Lottery may conduct site inspections of the vendor's facilities to determine that adequate physical security measures are utilized. Additional periodic background investigations may be conducted by the Lottery at its discretion at any time.
- 2.4.15** The Lottery reserves the right to reject any of the vendor's personnel that it deems unsuitable to work on the SSAE 18 Review. During the performance of this review, the vendor shall not employ or permit the employment of any unfit or unqualified person(s) not skilled in the tasks assigned to them. The vendor shall employ sufficient labor for carrying out work to full completion in the manner

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and time prescribed by any contract awarded pursuant to this solicitation. The vendor shall be responsible to the Lottery for the acts and omissions of the vendor's employees. In addition, the vendor shall enforce strict discipline among the vendor's employees in performing the services under the contract.

**2.4.16** Any person employed by the vendor shall, at the written request of the Lottery, be removed forthwith by the vendor from work relating to the contract. If the person is not removed or if replacement personnel are deemed unsuitable for proper completion of the work, the Lottery may, through the West Virginia Purchasing Division upon thirty (30) days written notice, terminate the contract.

The vendor will be required to notify the Lottery in the event of change of personnel assigned to the review. This notification will be given with sufficient time, which will be determined by the Deputy Director of Traditional Security for the Lottery, to allow for any background investigation that may have to be performed on any vendor's employees that will be replacing current vendor's personnel.

The vendor is required to maintain its books, records, and other evidence pertaining to the contract in accordance with Generally Accepted Accounting Principles. These records shall be available to the Lottery, its internal auditor or other designees at all times during the contract period and for a minimum of five (5) full years from the expiration date or the final payment of the contract, whichever is later.

### **3. MANDATORY REQUIREMENTS:**

**3.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

The vendor will review of the Lottery's service organization, the instant and on-line vendor. The examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants -- Statement on Standards for Attestation Engagements No. 18 -- Reporting on Controls at a Service Organization (SOC1). Those standards require that the service auditor plan and perform the examination to obtain reasonable assurance about whether, in all material respects, the description is fairly presented and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the AICPA

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guidelines throughout the audit period. The service auditor will obtain sufficient and appropriate evidence to provide a reasonable basis for their opinion.

The service auditor is responsible for expressing an opinion on:

- The fairness of the presentation of the description of the transaction processing system that was designed and implemented throughout the audit period.
- The suitability of the design of controls related to the control objectives stated in the AICPA guidelines, providing reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the audit period and user entities applied the complementary user entity controls contemplated in the design of IGT GLOBAL SOLUTIONS CORP. WV's controls throughout the audit period.
- The operating effectiveness of controls tested, which together with the complementary user entity controls, would be necessary to provide reasonable assurance that the control objectives stated in the description were achieved and operated effectively through the audit period.

- 3.2 The vendor will provide a report on policies, procedures, systems security and data integrity measures placed into operation. The vendor will also test the operating effectiveness of these measures. This is a report on IGT GLOBAL SOLUTIONS CORP.'s description of its control structure policies, procedures, systems security and data integrity that may be relevant to the Lottery's internal control structure. Whether such policies, procedures, systems security and data integrity measures were suitably designed to achieve specified control objectives, whether they have been and currently are placed in operation and whether the policies and procedures that are being tested have been operating with sufficient effectiveness to provide reasonable assurance that the related control objectives have been achieved.
- 3.3 The time period covered for any test should begin at the cutoff date for the last audit and continue through the last day of the period being audited.
- 3.4 The vendor will review the current Lottery Games Operation Services contract and using standard testing/reviewing techniques, ensure the existing On-line/Instant vendor is following contract guidelines.
- 3.5 Additional substantive procedures to Lottery transactions at IGT GLOBAL SOLUTIONS CORP. may be required. These areas of interest will be described by the Lottery upon contract award.



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- 3.6 Twenty-five (25) copies of the SSAE 18 report must be provided for the use of the Lottery and its independent auditors and issued by August 31<sup>st</sup> of each year.

**4. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Solicitation will be evaluated on Total Bid Amount. Award will be for the first year's (2018) services only. Any services for subsequent years will be added by Change Order, initiated by at the Lottery's option with the approval of the Vendor and approved by the West Virginia Purchasing Division.

**Pricing Page:** Vendor should complete the Pricing Page (see Exhibit "A") by providing a total, all-inclusive price incorporating professional fees and expenses for all services described in this solicitation, including travel, meals, and lodging. Vendor should provide a separate price to provide these services for Year 1, Year 2, and Year 3, as well as a Total Bid Amount that is the sum of all three prices. Vendor should complete the Pricing Page in full, because failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A" – Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information and include it as an attachment to their online response.

**If unable to respond online, Vendors must submit the completed Exhibit "A" – Pricing Page** in its entirety with their bids prior to the scheduled bid opening date and time. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Michelle.L.Childers@wv.gov.

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5. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
  
6. **PAYMENT:** Agency shall pay a flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  
7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
  
8. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 8.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  
  - 8.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  
  - 8.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  
  - 8.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  
  - 8.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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**9. VENDOR DEFAULT:**

- 9.1. The following shall be considered a vendor default under this Contract.
- 9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
  - 9.1.2. Failure to comply with other specifications and requirements contained herein.
  - 9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 9.1.4. Failure to remedy deficient performance upon request.
- 9.2. The following remedies shall be available to Agency upon default.
- 9.2.1. Immediate cancellation of the Contract.
  - 9.2.2. Immediate cancellation of one or more release orders issued under this Contract.
  - 9.2.3. Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

- 10.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Alex Douds

**Telephone Number:** 704.367.7026

**Fax Number:** 704.367.7760

**Email Address:** alex.douds@dhgllp.com

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Dixon Hughes Goodman LLP

Address: 4350 Congress Street, Suite 900, Charlotte, NC 28209

Contracting business entity's authorized agent: Rodney Murray, Principal-in-Charge

Address: 4350 COngress Street, Suite 900, Charlotte, NC 28209

Number or title of contract: CRFO 0705 LOT1800000001

Type or description of contract: SSAE 18 Statement of Standards Attestation

Governmental agency awarding contract: State of West Virginia Lottery

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Dixon Hughes Goodman LLP

Signature: [Handwritten Signature] Date Signed: 9/6/2017

Check here if this is a Supplemental Disclosure.

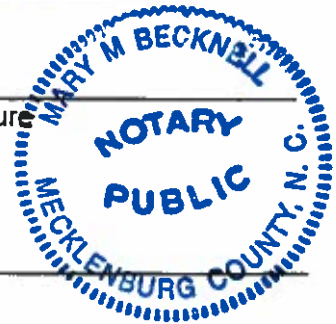
Verification

State of North Carolina, County of Mecklenburg

I, Rodney Murray, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 6th day of September, 2017.

Mary M. Becknell, Notary Public's Signature



To be completed by State Agency:

Date Received by State Agency:


Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Rick Slater, Managing Partner  
(Name, Title)  
Rick Slater, Managing Partner  
(Printed Name and Title)  
500 Virginia Street, Suite 800, Charleston WV 25301  
(Address)  
304.414.2605; 304.343.1895  
(Phone Number) / (Fax Number)  
rick.slater@dhgllp.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Dixon Hughes Goodman LLP  
(Company)  
  
(Authorized Signature) (Representative Name, Title)

Rodney Murray, Principal-in-Charge  
(Printed Name and Title of Authorized Representative)

08/31/2017  
(Date)

704.367.7020; 704.367.7760  
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Dixon Hughes Goodman LLP

Authorized Signature: [Signature] Date: 9/6/2017

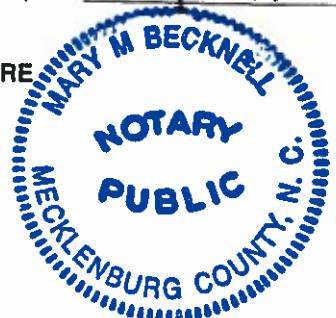
State of North Carolina

County of Mecklenburg, to-wit:

Taken, subscribed, and sworn to before me this 6<sup>th</sup> day of September, 2017.

My Commission expires September 20, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC Mary M. Becknell