

# Commonwealth of Virginia



## Request for Sealed Proposals

Title: Market Research Services

Due Date: April 12, 2022

### Contact Information:

Davonia Holland, VCO  
Strategic Sourcing Specialist  
dholland@valottery.com, 804-692-7643

Request for Proposals (RFP) #:.....7336DH

RFP Issue Date: ..... March 7, 2022

Contract Term: ..... One (1) Year with Four (4) Renewals

Proposal Due Date and Time:.....April 12, 2022; 3:00 PM EST

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

Complete Legal Name of Offeror's Firm: \_\_\_\_\_

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**I. PURPOSE:**

The purpose of this Request for Proposal (“RFP”) is to seek qualified vendor(s) to provide quantitative and qualitative consumer research services. This procurement consists of two (2) lots – a Full-Service Market Research Agency and an Agile Research Agency to the Virginia Lottery (“Lottery”).

**II. BACKGROUND:**

The Virginia Lottery was established in 1988 as an independent agency in the Commonwealth of Virginia. The vision of the Lottery is “the Virginia Lottery will become an innovative leader in delivering games to the broadest possible consumer base.” In order to realize our vision, the Lottery is currently using market research to provide data for the effectiveness of new products/games, growth opportunities, decision-making, monitoring the business, and developing a better understanding of players, non-players, retailers, and other Lottery stakeholders.

**III. STATEMENT OF NEEDS:**

The Lottery seeks both a Full-Service Market Research Agency and an Agile Research Agency to provide market research support, management, and solutions. For purposes of this solicitation, desired services are under one of two (2) categories:

LOT 1: FULL-SERVICE MARKET RESEARCH AGENCY  
LOT 2: AGILE RESEARCH AGENCY

Offerors may provide a response to one category ***or*** both categories. Each category will be evaluated separately. A separate proposal for each category is required to allow for evaluation of proposed services. Proposed categories shall be clearly marked and easily discernable.

**1. LOT 1: FULL-SERVICE MARKET RESEARCH AGENCY**

With the full-Service Market Research Agency, the Lottery seeks a provider that has the ability to plan, perform, and report long-term and potentially more complex qualitative and quantitative research projects. Offeror shall also have the ability to continue to provide the Lottery’s tracking study.

**IV.**

- A. Offeror shall have the ability to conduct strategic, tactical and monitoring research. The Offeror shall demonstrate several abilities which may-include, but is not limited to, the following:
  - i. Research: Offeror shall have the ability to provide all survey design, programming, sample selection, fieldwork, analysis, quality control, and reporting. If necessary, Offeror shall provide moderation services for any recommended qualitative work.
  - ii. Consultation: Offeror shall have the ability to consult with the Lottery to provide insight on market research best practices and bring new and innovative ways to achieve research outcomes. Offeror shall recommend actionable research based on a thorough understanding of the Lottery research.
  - iii. Methodology: Offeror shall have the ability to provide a recommended research approach on a project-by-project basis to include quantitative

and qualitative approaches. Offeror shall have the ability to apply statistical design to both research methodology and analysis.

- iv. Project Management: Offeror shall have the ability to develop to the design, execution, interpretation, and presentation of valid, actionable research. Typical lottery projects generally involve, but not limited to, the following activities:
  - 1. At the start of each project, Agency will provide the Lottery with a written understanding of the business objective, research objectives, methodology, timeline and estimated cost.
  - 2. Questionnaire or discussion guide development.
  - 3. Proper sampling plan shall be provided by Offeror.
  - 4. Programming and pre-testing of survey.
  - 5. Execute fieldwork which includes monitoring, supervision, and validation.
  - 6. Ensure data is correctly coded and tabulated.
  - 7. Provide both clean, raw data, Excel data tables, and SPSS compatible data to include data labels or a detailed data map.
  - 8. Provide results for each study to include methodology, objectives, analysis, insights, interpretations, and recommendations. Some studies may require an in-person or virtual presentation.

B. Offeror shall have the ability to perform long term, in-depth, and complex market research projects which may include, but are not limited to, the following:

- i. On-going Tracking Awareness and Usage Study to include a segmentation algorithm tool to identify and track consumer segments.
- ii. Product or Concept Development to include a projected revenue and profit forecast.
- iii. Consumer Segmentation.
- iv. UX for website or mobile app design.
- v. Ethnographic research.
- vi. Retail store environment or research with store clerks/owners.
- vii. Innovation research such as brainstorming, ideation, product development.

C. Offeror shall have the ability to provide a single or primary point of contact (e.g. senior level account representative) who has extensive experience in research and who can maintain a close working relationship with the Lottery. This contact should be available (in-person, via conference call or web conferencing) to participate in meetings that relate to research.

## **2. LOT 2: AGILE RESEARCH AGENCY(IES)**

The Lottery seeks one or more Agencies that has the ability to plan, perform, and report smaller, quick-turn qualitative and quantitative research projects.

- A. Offerors shall have the ability to conduct short-term, agile, and rapid research taking approximately two to four weeks to complete. The Offeror shall demonstrate several abilities which may include, but is not limited to, the following:
- i. Research: Offerors shall have the ability to provide all survey design, programming, sample selection, fieldwork, analysis, quality control, and reporting. If necessary, Agency shall provide moderation services for any recommended qualitative work.
  - ii. Methodology: Offerors shall have the ability to provide a recommended research approach on a project-by-project basis to include quantitative or qualitative approaches.
  - iii. Project Management: Offeror shall have the ability to contribute to the design, execution, interpretation, and presentation of valid, actionable research.
- B. Offerors shall have the ability to perform quick-turn research projects which may include, but are not limited to, the following:
- i. Conducting market consumer/retail panels
  - ii. Media Touchpoint, Retailer Satisfaction, Winner awareness, Benchmark studies
  - iii. Conducting online discussion boards
  - iv. Focus Groups
  - v. iLottery Player Research
  - vi. Various Draw and Scratcher research
- C. Offeror shall have the ability to provide a single or primary point of contact (e.g. senior level account representative) who has extensive experience in research and who can maintain a close working relationship with the Lottery. This contact should be available (in-person, via conference call or web conference) to participate in meetings that relate to research.

### **3. Key Deliverables**

For both lots, Offerors shall have the ability to provide key deliverables for each project. These deliverables include, but are not limited to, the following:

- Upon start of project: A written understanding of the business objective, research objective, methodology, timeline and cost
- Project design, implementation, and analysis
- A comprehensive PowerPoint to include business objective, research methodology, findings, and recommendations
- Both clean, raw data, Excel data tables, and SPSS compatible data to include data labels or a detailed data map

## **V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

### **A. GENERAL REQUIREMENTS:**

4. RFP Response:

- a. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to the Lottery. Each hardcopy proposal must also contain the following:
    - (1) An electronic version of the complete proposal on a USB, and
    - (2) An electronic version of the complete proposal with any proprietary information removed. Proprietary information is detailed in section 2.d. below.
  - b. No other distribution of the proposal shall be made by the Offeror.
  - c. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.
5. Proposal Preparation:
- a. Proposals shall be signed by an authorized representative of the Offeror.
  - b. Failure to submit all information requested may result in the Evaluation Team giving a lowered evaluation score of the proposal.
  - c. An explanation describing how Offeror will accomplish each requirement must be included in its proposal. The phrase "fully comply" without an explanation is unacceptable. If a requirement is not being provided, state "Not Provided." Proposals, which are substantially incomplete or lack key information, may be rejected by the Lottery.
  - d. Ownership of all data, materials and documentation originated and prepared for the Lottery pursuant to the RFP shall belong exclusively to the Lottery and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of §2.2-4342 of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as **highlighting or underlining** and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

6. Oral Presentation:  
Offerors who submit a proposal in response to this RFP may be required to give an oral presentation to the Evaluation Team. This provides an opportunity for the Offeror to clarify or elaborate on the proposal.
7. Proposal Timeline: All questions should be submitted in writing. No questions will be answered via telephone.

Optional Pre-Proposal Conference	March 14, 2022
First Round of Questions Due	March 15, 2022
Estimated Date of 1 <sup>st</sup> Addendum Issued to Answer Questions	March 22, 2022
Second Round of Questions Due	March 29, 2022
Estimated Date of 2 <sup>nd</sup> Addendum Issued to Answer Questions	March 30-31, 2022
RFP Due Date	April 12, 2022
Tentative Award	Mid – Late June 2022

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

Single Point of Contact:

Submit all inquiries concerning this RFP in writing via email, subject “Questions on RFP #7336DH” to:

SPOC: Davonia Holland

Email: [dholland@valottery.com](mailto:dholland@valottery.com)

The Lottery does not guarantee a response to any questions received after March 14, 2022.

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

**B. SPECIFIC PROPOSAL REQUIREMENTS:**

Proposals shall be as thorough and detailed as possible so that the Lottery may properly evaluate Offeror’s capabilities to provide the required services. Offeror shall indicate which Category (Full-Service Market Research Agency and Agile Research Agency) they are proposing under. Offerors may provide a response to one or both categories. Each service will be evaluated separately. If proposing under both categories, Offerors must submit two (2) separate proposals, one for each category. Proposals may be bound together but there must be a clear delineation between each category. **Failure to submit distinct proposals may lead to rejection of proposal.**

Offerors are not required to duplicate Section 1 if responding to both lots. One version of Section 1 is all that is required.



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

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

- i. A fully completed and signed Signature and Offeror Profile Sheet.
- ii. A cover letter indicating which lot(s) the Offeror is responding to.
- iii. A fully completed Proprietary Information table which indicates the page number(s) containing proprietary information:

*Proprietary Information Table:*

<b>Section/Title</b>	<b>Page Number(s)</b>	<b>Reason(s) for Withholding from Disclosure</b>

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

If responding to **LOT 1: Full-Service Market Research Agency** category, Offerors’ response shall provide the following:

**Section 2: Methodology**

Offeror shall describe the proposed methodology from market research project identification to end of project (as outlined in *Appendix 1*) to include, but not limited to, planning, operations, quality control, and reporting.

**Section 3: Capability**

Offeror shall demonstrate both their expertise and ability to complete both quantitative and qualitative full-service research projects as outlined in *Statement of Needs, Section 1B*.

Additionally, the Offeror shall provide resumes/biographies of those who will work directly on the Lottery’s account.

**Section 4: Experience**

Offeror shall provide a total of four (4) case studies demonstrating their ability to plan and perform qualitative and quantitative full-service market research projects. Three (3) case studies shall focus on quantitative work while one (1) case study shall focus on qualitative work. Each case study shall include client name, scope of work performed (including types of market research completed), development of sample plan, project dates, and size.

**Section 5: Price**

Offeror shall review Appendix 1 and price accordingly. In addition to providing a price that matches the requirements, Offerors are encouraged to submit alternate methods or other suggestions on how to achieve the objective outlined in the Appendix (i.e. different sample size, etc.).

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

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

Small Business Name and Certificate Number	Planned Involvement	Planned Contract Dollars
Certificate #:		\$
Certificate #:		\$
<b>Total Planned Contract Dollars</b>		\$

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

If responding to **LOT 2: Agile Research Agency** category, Offerors' response shall provide the following:

**Section 2: Methodology:**

Offeror shall describe the proposed methodology from market research project identification to end of project (as outlined in Appendix 2 to include, but not limited to planning, operations, quality control, and reporting.

**Section 3: Capabilities:**

Offeror shall demonstrate both their expertise and ability to complete both quantitative and qualitative quick-turn research projects as outlined in *Statement of Needs, Section 2B*

**Section 4: Experience:**

Offeror shall provide a total of four (4) case studies demonstrating their ability to plan and perform qualitative and quantitative agile market research projects. Two (2) case studies shall focus on quantitative work while two (2) case studies shall focus on qualitative work. Each case study shall include client name, scope of work performed (to include types of market research completed), development of sample plan, project dates, and size.

**Section 5: Price:**

Offeror shall review Appendix 2 and price accordingly. In addition to providing a price that matches the requirements, Offerors are encouraged to submit alternate methods or other suggestions on how to achieve the objective outlined in the Appendix (i.e. different sample size, etc).

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

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

<b>Small Business Name and Certificate Number</b>	<b>Planned Involvement</b>	<b>Planned Contract Dollars</b>
Certificate #:		\$
Certificate #:		\$
<b>Total Planned Contract Dollars</b>		\$

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

**V. EVALUATION AND AWARD CRITERIA:**

**A. EVALUATION CRITERIA:**

The Virginia Lottery seeks to Contract for the goods and/or services described herein with the responding Offeror who submits the best proposal as modified through negotiations. The written proposals, and any subsequent negotiated

offers, will be evaluated and judged by the Virginia Lottery based on the following criteria:

Evaluation Criteria	Scoring Points Available
Methodology	30
Capability	25
Experience	25
Price	10
SWaM	10
Total Points Available	100

**B. AWARD OF CONTRACT:**

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

**VI.**

**VII. SPECIAL TERMS AND CONDITIONS:**

**A. ADVERTISING:**

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

**B. AUDIT:**

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Lottery, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**C. PROPOSAL ACCEPTANCE PERIOD:**

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

award is made or the solicitation is canceled.

**D. CANCELLATION OF CONTRACT:**

The Lottery reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, with sixty (60) days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period with sixty (60) days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**E. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**

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

**F. CONTINUITY OF SERVICES:**

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

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

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

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract

expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**G. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:**

By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified.

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

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

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

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

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

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

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

Late proposal will not be accepted.

Note: the Lottery does not conduct public openings.

**I. LIMITATION OF LIABILITY:**

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

**J. PERFORMANCE, CONTRACTOR:**

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

1. **Contractor Complaint Form:**

If a Contractor fails to perform in accordance with the terms and conditions of the contract, the Lottery will prepare a Contractor Complaint Form and forward to the Purchasing Office. This form will be sent to the Contractor for a corrective action plan.

2. **Default:**

If the Contractor is non-responsive to the complaint form or does not satisfy the corrective action plan submitted in the complaint form or provides an unsatisfactory corrective plan as determined by the Lottery, the Contractor may, at the Lottery's discretion, be placed in default and notified via Contractor Complaint Form.

3. **Ineligible for Award:**

Once placed in default, the Contractor will be ineligible to do business with the Lottery for purchases exceeding \$5,000 for a period of **three years**.

4. **Re-procurement of Goods and Services:**

In addition to a Contractor's ineligibility for award of programs over \$5,000, the Lottery may procure the goods and/or services from other sources and hold the Contractor responsible for the price difference of the original contract amount and the amount of the new contract. The Lottery will follow competitive principles as outline herein for the re-procurement.

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

5. **Number of Complaints:**

a) For Term Contracts: if the Contractor has received three or

more complaints within the initial contract period as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to submit a bid/proposal if the goods/services are re-solicited at expiration of contract. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.

- b) For a Renewal Period: if the Contractor has received three or more complaints within a renewal period as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to submit a bid/proposal if the goods/services are re-solicited at expiration of contract. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.
- c) For Spot Purchases: if the Contractor has received three or more complaints within a period of one year as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to do business with the Lottery for purchases exceeding \$5,000 for a period of one year after the issuance of the third Contractor Complaint Form. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.

**K. PRIME CONTRACTOR RESPONSIBILITIES:**

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

**L. RENEGOTIATION OF CONTRACT**

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

**M. RENEWAL OF CONTRACT:**

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



**N. SECURITY CLEARANCE – CAPITOL POLICE:**

All Contractor personnel, entering the Main Street Center, are required to obtain security clearance prior to their arrival at the work site. For information on the clearance process, call the Capitol Police at (804) 786-2567. Failure to obtain the necessary security clearance will result in access to the building being denied.

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

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

Will there be any subcontracting to SWAM Business for the performance of this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, please provide the SWAM Business Name and DMBE certification Number:	

**P. SUBCONTRACTS:**

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

**VIII. GENERAL TERMS AND CONDITIONS:**

**\*\*NOTE: THE LOTTERY WILL NOT SIGN ANY OFFEROR'S DOCUMENTS, MSAS, OR ANY OTHER TYPE OF AGREEMENT(S). THE LOTTERY'S GENERAL TERMS AND CONDITIONS SHALL NOT BE NEGOTIATED.**

**A. ANTI-DISCRIMINATION:**

By submitting their proposal, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as

well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the Virginia Lottery.

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

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

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

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

**B. ADDENDA:**

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

**C. ANNOUNCEMENT OF AWARD:**

Upon the award or the announcement of the decision to award a Contract over

\$50,000, as a result of this solicitation, Lottery will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)).

**D. ANTITRUST:**

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

**E. APPLICABLE LAWS AND COURTS:**

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

**F. ASSIGNMENT OF CONTRACT:**

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

**G. AVAILABILITY OF FUNDS:**

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

**H. PROPOSAL PRICE CURRENCY:**

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

**I. CHANGES TO THE CONTRACT:**

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

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

By mutual agreement between the parties in writing; or

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

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

J. **CLARIFICATION OF TERMS:**

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

K. **DEBARMENT STATUS:**

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

L. **DEFAULT:**

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

**M. DRUG-FREE WORKPLACE:**

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

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

**N. ETHICS IN PUBLIC CONTRACTING:**

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

**O. IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

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

**P. INDEMNIFICATION**

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

of any employee, agent, or subcontractor of the Contractor, (iii) breach of any representation, warranty or covenant of the Contractor contained herein, (iv) any defect in the Contractor-provided products or services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Contractor-provided products or services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies, the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases involving the Commonwealth or state agencies, the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Contractor-provided products or services, including any components thereof, or that the Contractor's performance or delivery of any product or service under this Contract infringes any third party's intellectual property rights and the Contractor is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Contractor shall immediately notify the Lottery in writing, via certified mail, specifying to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit the Lottery to appear and defend their interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the Lottery may have.

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

components rendered unusable by the Lottery as a result of the infringing component, and refund the price paid to the Contractor for such components.

**Q. INFORMATION SECURITY REVIEW:**

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

**R. INSURANCE:**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverage at the time the Contract is awarded. The Offeror further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Contract shall be in noncompliance with the Contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia and the Virginia Lottery must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the Contract.

**S. NONDISCRIMINATION OF CONTRACTOR:**

An Offeror or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the Lottery has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this

Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

**T. PAYMENT:**

**A. To Prime Contractor:**

- a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the Lottery Contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c) All goods or services provided under this Contract or purchase order shall be billed by the Contractor at the Contract price.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Lottery shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve the Lottery of its prompt payment obligations with respect to those charges which are not in dispute.



B. To Subcontractors:

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

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

U. **PERSONNEL SECURITY CLEARANCES:**

The Virginia Lottery requires that all Board members, officers and employees of any vendor working directly on a Contract with the Virginia Lottery for goods or services shall be subject to a criminal background search to be conducted by the chief security officer of the Virginia Lottery.

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

V. **PRECEDENCE OF TERMS:**

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

**W. QUALIFICATION OF OFFEROR:**

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

**X. TAXES:**

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

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

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

Virginia Lottery  
Attention: Accounts Payable  
600 East Main Street  
Richmond, VA 23219

Invoice must contain the following information:

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

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

**X. DISCOUNT FOR PROMPT PAYMENT:**

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

**XI. PRICING:**

The Offeror agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Request for Proposal at the following price(s):

**Please provide pricing for the scenarios in Appendix 1 & 2.**

**XII. ADDENDA:**

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

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**XIII. SIGNATURE AND OFFEROR PROFILE SHEET:**

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

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

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

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

**XIV.**

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

**XV. OFFERORS CHECKLIST:**

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

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

## APPENDIX 1

### **Full-Service Market Research Agency**

#### **Pricing (For evaluation purposes only, provide cost for the following project)**

##### Project Statewide On-going Tracking Study:

- A. Objective: ongoing monitoring of awareness and playership of lottery games.
- B. Internet based survey.
- C. 100 completes per week, n=5200 per year among Virginia adults, age 18 or older.
- D. Geographic Scope: Sample should be representative of Virginia with regards to population. The Lottery has defined Eight regions (Sales territories) Northern 34%, Central 20%, Hampton Roads 20%, West Central 9%, Valley 6%, Southwest 5%, Southside 4%, Eastern 2%.
- E. Questionnaire shall be approximately 150 questions with up to 4 open ends. The average time to complete each survey is 22 minutes. Some images such as game logos, scratch game artwork, point of sale artwork, etc. may be included and provided by Lottery.
- F. A segment typing tool algorithm shall be included in the questionnaire. Respondents shall be typed into a consumer segment.
- G. Minor revisions shall be made on a monthly basis (ex. add new game).
- H. Results shall be weighted, if demos cannot be matched.
- I. Deliverables:
  - a. Monthly topline of playership numbers (Excel)
  - b. Quarterly results of key questions (Excel, PowerPoint and SPSS)
  - c. One (1) Fiscal year (July-June) report due in July (PowerPoint and SPSS data with data labels)

**Cost: \$\_\_\_\_\_**

**\*\*Please note that Offerors are required to price this scenario, but Offerors are also encouraged to submit alternate methodologies and suggestions\*\***

## APPENDIX 2

### Agile Research Agency

#### **Pricing (For evaluation purposes only, provide cost for the following project)**

##### New Concept Review:

- A. Objective: The Lottery has idea for a new scratch game concept and want to get reactions from consumers about appeal, game features, prize structure, and suggestions for improvements.
- B. Timeline: Project and final report shall be delivered to the Lottery in three (3) weeks.
- C. Sample Size: n=600 (n=200 frequent players [purchased any Scratch game in past month] and n=400 infrequent players [purchased any Scratch game in past 12 months]).
- D. Deliverables: Final (PowerPoint report, Excel data table, raw data tables, and an SPSS file).
- E. Methodology: Offerors shall outline proposed methodology and pricing.

Cost: \$ \_\_\_\_\_

**\*\*Please note that Offerors are required to price this scenario, but Offerors are also encouraged to submit alternate methodologies and suggestions\*\***