



VIRGINIA LOTTERY

Commonwealth of Virginia

Request for Sealed Proposals

Title: Promotional Merchandise Fulfillment Services

Due Date: May 11, 2022

Contact Information:

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Request for Proposals (RFP) #:7530DH

RFP Issue Date:April 1, 2022

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

Proposal Due Date and Time: May 11, 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 Virginia Lottery ("Lottery"), an independent agency of the Commonwealth of Virginia, is seeking proposals from qualified firms to establish a contract through competitive negotiations for promotional merchandise fulfillment services.

II. **BACKGROUND:**

The Lottery offers logoed merchandise as prizes to its players during promotions and promotional events. The Lottery is interested in expanding its merchandise mix not only for players, but also for employee purchase. The Virginia Lottery employs more than 300 employees across the Commonwealth, but does not subsidize employee purchases in any way. The Lottery participates in various types of special events where premium items are given away top players. The Lottery's goal is to provide the logo(s) to the Contractor, Contractor applies the logo to items, orders will be placed by the Lottery for promotional use or by a Lottery employee, and the order ships.

III. **STATEMENT OF NEEDS:**

The Lottery is requesting proposals that will detail how promotional merchandise fulfillment services will be provided. This section lists the requirements and options the Lottery is requesting.

Multiple departments across the Lottery utilize promotional merchandise for different reasons. The Experiential Marketing team (Events) uses the items as premium giveaways during events where there is a Lottery presence. Customer Service Centers (CSC) order giveaways for Lottery winners. The Sales department orders items for sales representatives in the field and for Business Development to use for trade shows and chain account special events. Public Affairs & Community Relations orders giveaways for education stakeholders, and for Lottery employees from time-to-time.

For purposes of this solicitation, desired services are divided into two (2) categories:

Category A: Premium Items: Offerors shall have the ability to provide a wide range of premium and promotional items for Lottery use.

Category B: Staff Uniforms: Offerors shall have the ability to provide high quality long and short sleeve shirts, fleece jackets, rain jackets, and premium items for staff members to use while in the field. Lottery sales representatives are given a budget each year to purchase uniforms as well as premium items to give away to retailers. Items are shipped to one (1) of eight (8) customer service centers (see Paragraph E. Warehousing, Handling, Delivery and Shipping for delivery locations) for distribution to the Sales team.

Offerors may provide a response to one category or multiple 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.

A. Category A: Premium Items

1. Offeror shall have the ability to generate and deliver promotional items at the request of the Lottery.
2. Offeror shall have the ability to provide no less than 25 promotional items across multiple price points. Items may include, although not limited to, T-shirts (long and short sleeve), pens, lunch bags, coolers, hats, etc. Items shall be able to be in Lottery brand colors.
3. Offeror shall have the ability to only provide products that adhere to Federal safety laws and regulations. Offeror shall have the ability to furnish a Certificate of Compliance for items that require one.
4. Offeror shall have the ability to provide recommendations on promotional items based on events, to include samples provided to the Lottery within four (4) business days.
5. Offeror shall have the ability to provide pre-production samples prior to each Lottery order. Once ordered, any items containing embroidery, print, spelling, or any other unacceptable errors will be immediately returned and reordered at no additional charge to the Lottery.
6. Offeror shall have the ability to include Lottery-provided logos on promotional items. The Lottery may provide multiple logos and the logo(s) may change depending on the event.
7. Offeror shall have the ability to sort and label shipments depending on Lottery requirements (i.e. sort by size, color, etc.).
8. Offeror shall have the ability to provide a phone number and/or E-mail address to the Lottery to provide information and resolution of ordering questions, product concerns, and order status.
9. Offeror shall have the ability to provide prices to the Lottery that are inclusive of all shipping charges. No additional charges shall apply.

B. Category B: Staff Uniforms

1. Offeror shall have the ability to provide both long sleeve and short-sleeve shirts for Lottery employees to wear while out in the field.
2. Offeror shall have the ability to provide logoed, button-up long sleeve shirts in both male and female styles and sizes.

3. Offeror shall have the ability to provide logoed, polo short-sleeve shirts in both male and female styles and sizes.
4. Offeror shall have the ability to provide logoed fleece jackets in both male and female styles and sizes.
5. Offeror shall have the ability to provide logoed, rain jackets in both male and female styles and sizes.
6. Offeror shall have the ability to provide recommendations on other items that would be appropriate for Lottery employees to wear while in the field.
7. Offeror shall have the ability to provide a wide variety of premium items for Lottery employees to give to retailers. Additionally, Offeror shall have the ability to provide recommendations on which premiums should be added or removed from consideration.
8. Offeror shall have the ability to provide a website of pre-approved items to allow Lottery sales employees to order directly uniforms and premium items directly from the website.
9. Offerors shall be able to package shipments in such a way that reflects the way orders are placed.
10. Offeror shall have the ability to provide prices to the Lottery that are inclusive of all shipping charges.
11. Offeror shall have the ability to provide a phone number and/or E-mail address to the Lottery to provide information and resolution of ordering questions, product concerns, and order status.

C. Logos

Offeror shall have the ability to provide the Lottery's logo on products (could involve screen printing or embroidery). Colors may vary due to item. The logo will likely be



In the event a special campaign is launched, a unique design could be requested to appear on items applicable to that campaign.

1. Artwork will be provided as a Mac Adobe Illustrator CC, jpeg or png file.

2. The Lottery will welcome input from the Offeror as to what color(s) in the logo may work best on the merchandise. Final decision of logo color(s) shall be made by the Lottery.
3. Please see Attachment One Virginia Lottery Graphics Standards for more information on Lottery branding and colors.

D. Warehousing, Handling, Delivery and Shipping

1. Offeror shall have the ability to provide delivery tracking and status updates.
2. Offeror shall have the ability to ship purchased items to assigned receiving facilities to include scheduling the shipments, coordinating shipments with the Lottery, keeping the Lottery apprised of shipping status, informing the Lottery of the size of the shipment (i.e. number of pallets, boxes, cases, etc.). Addresses to be shipped to are:

Virginia Lottery (HQ Location)
600 E. Main Street
Richmond, VA 23219
804/692-7774

Virginia Lottery Northern Virginia Customer Service Center
14550 Potomac Mills Road
Woodbridge, VA 22192
703/494-1501

Virginia Lottery Shenandoah Valley Customer Service Center
Attn: Lissa Keagy
1790-26 E. Market Street
Harrisonburg, VA 22801
540/433-7979

Virginia Lottery Hampton Roads Customer Service Center
Attn: Vivian Mitchell
2306-2308 W. Mercury Boulevard
Hampton, VA 23666
757/825-7800

Virginia Lottery Central Virginia Customer Service Center
Attn: Karen Fraumeni
Longwood Village Shopping Center
1506 S. Main Street
Farmville, VA 23901
434/392-7294

Virginia Lottery Roanoke Valley Customer Service Center

Attn: Arthur Grubb
1287 Towne Square Boulevard
Roanoke, VA 24012
540/561-7011

Virginia Lottery Southwest Virginia Customer Service Center
Attn: Connie Barrett
408 E. Main Street
Abingdon, VA 24210
276/676-5540

Virginia Lottery Richmond Warehouse
Attn: Stacey Beardsley or Tyra Wilkins
Attn: Virginia Lottery
4683 Carolina Avenue, Door A
Richmond, VA 23222
804/228-5500

3. Delivery locations of promotional items ordered by Lottery employees staff could be the individual's home address or a Lottery work location. Offerors should be able to ship individual employee orders to their individual homes.
4. Offeror shall have the ability to sort and label shipments depending on Lottery requirements (i.e. sort by size, color, etc.). For example, orders could be placed where multiple item(s) need to be packaged per recipient (i.e. each Lottery Sales Representative orders multiple colors of a Lottery shirt). Contractor should have the capability to group items together by recipient and package accordingly.

E. Reporting

1. Offeror shall provide the Lottery with reports concerning merchandise orders or the web-based system shall have the capability for the Lottery to generate reports based on multiple parameters. Reports may include, but not be limited to, inventory levels, who placed orders, how much has been ordered, how much has been ordered by mailing address, and how long an order takes to be fulfilled. This shall apply to the business-related purchase and the employee-related purchases.

F. Website

1. Offeror shall have the ability to provide the lottery with a web portal to submit orders for premium items.
2. When placing an order for an item and selecting size, quantity, etc. it should also have a space for last name of the person the item is being ordered for. This helps the vendor when putting orders together and helps us when checking the accuracy of orders when they arrive.
3. We should also have the ability to print out the order that is placed so we can compare it to what is fulfilled by the vendor when product arrives.

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

A. **GENERAL REQUIREMENTS:**

1. RFP Response:
 - a. In order to be considered for selection, Offerors must submit a complete response to this RFP. Due to Covid we are requesting all responses be submitted on USB jump drives. Five (5) original USB jump drives and one (1) USB version of the complete proposal with any proprietary information removed. Proprietary information is detailed in section 2.d. below.:
 - b. No other distribution of the proposal shall be made by the Offeror.
 - c. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror.
 - b. Failure to submit all information requested may result in the Evaluation Team giving a lowered evaluation score of the proposal.
 - c. An explanation describing how you will accomplish each requirement must be included in your proposal. The phrase "fully comply" without an explanation is unacceptable. If a requirement is not being provided, state "Not Provided." Proposals, which are substantially incomplete or lack key information, may be rejected by the Lottery.
 - d. Ownership of all data, materials and documentation originated and prepared for the Lottery pursuant to the RFP shall belong exclusively to the Lottery and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the

Virginia Freedom of Information Act; however, the Offeror must invoke the protections of §2.2-4342 of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as **highlighting or underlining** and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

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

4. Proposal Timeline: All questions should be submitted in writing. No questions will be answered via telephone.

1 st Round of Questions Due	April 13, 2022
Approximate Date of 1 st Addendum Issued to Answer Questions	April 22, 2022
2 nd Round of Questions Due	April 27, 2022
Approximate Date of 2 nd Addendum Issued to Answer Questions	May 2, 2022
RFP Due Date	May 11, 2022
Award Date	Late June 2022

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

5. Single Point of Contact:
Submit all inquiries concerning this RFP in writing via email, subject "Questions on RFP #7530DH" to:

SPOC: Davonia Holland
Email: dholland@valottery.com

The Lottery does not guarantee a response to any questions received after April 27, 2022.

To ensure timely and adequate consideration of proposals, offerors are to limit all contact concerning this RFP, whether written or verbal, to the designated SPOC for the duration of the proposal 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 they are proposing under. Offerors may provide a response to one (1) or multiple categories. Each category will be evaluated separately. If proposing under multiple categories, Offerors must submit separate proposals, one for each category. **Failure to submit distinct proposals may lead to rejection of proposal.**

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 tabbed section must include the following information at a minimum:

1. A fully completed and signed Signature and Offeror Profile Sheet.
2. A form which indicates the page number(s) containing proprietary information.
3. The acknowledgement of any addenda released in reference to this RFP.
4. 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.**
5. Completed SWaM table below (Please note: the Lottery only recognizes business certified by the Virginia Department of Small Business and Supplier Diversity as SWaM). Offerors may add additional lines as required:

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

Certificate #:		
Total Planned Contract Dollars		\$

Category A: Premium Items, Offerors' response shall provide the following:

1. Offeror shall provide a detailed listing or catalog of merchandise items the Lottery may choose from for ordering. Offeror shall describe if items rotate from time to time or seasonally as well as the process for notifying the Lottery when changes to the product listing or catalog are made.
2. Offerors shall provide a sample of the following items. Samples do not need to be logoed and will be used to gauge the quality of items. Offerors may provide more samples than listed below but must provide those below. If desired, samples can be returned to the Offeror at the Offeror's expense.

Samples
Short-Sleeve T-Shirt
Baseball Cap
High-Quality Staff Shirt
Acrylic Tumbler with Lid and Straw

3. Offeror shall address if minimum order quantities for each product offered exist.
4. Offeror shall provide estimated lead times from order placement to final delivery.
5. Offeror shall describe any order tracking mechanisms in place to include how orders are confirmed, status updates, shipping confirmation, etc.
6. Offeror shall describe how they will ensure that orders are properly sorted and labeled as well as processes to correct errors in shipping and packaging.
7. Offeror shall detail how merchandise exchange and returns are handled.

If responding to **Category B: Staff Uniforms**, Offerors' response shall provide the following:

1. Offeror shall describe the different types of shirts and jackets offered.

2. Offerors shall provide a sample of the following items. Samples do not need to be logoed and will be used to gauge the quality of items. Offerors may provide more samples than listed below but must provide those below. If desired, samples can be returned to the Offeror at the Offeror's expense.

Samples
Short-Sleeve Polo Shirt
Baseball Cap
Long Sleeve Button Up Shirt
Acrylic Tumbler with Lid and Straw
Tote Bag
Fleece Jacket
Rain Jacket

3. Offeror shall describe the ordering process for shirts, jackets, and premium items.
4. Offer shall detail how the website will function and how orders will be placed.
5. If Offeror has provided a similar service to other clients, provide "snapshots" of those systems and the types of items contained within.
6. Offeror shall detail process of what occurs after placement of orders. Are there subsequent email correspondences sent (e.g. order confirmation, status of order, shipping confirmation)?
7. Offeror shall detail how merchandise exchange and returns are handled.
8. Offeror shall provide an organizational structure on how the Employee Website will be administered.

C. SOLICITATION QUESTIONS AND PROCUREMENT TIMELINE:

1. Offerors can submit questions via email to the Contract Officer whose name appears on the cover page of this solicitation. All contact, whether verbal or written, pertaining to this RFP, shall be with that designated Contract Officer for the duration of the procurement process.

The Lottery does not guarantee a response to any questions received after _____. (insert date)

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

Procurement Process	Estimated Completion Date
First Round of Questions	April 13, 2022
Addendum #1 issues (if applicable)	April 22, 2022
Second Round of Questions (if applicable)	April 27, 2022
Addendum #2	May 2, 2022
RFP Due Date	May 11, 2022
Estimated Contract Award	Late June 2022

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:

1. Merchandise Selection-35 points
2. Proposed processes and procedures-35 points
3. Price-15 points
4. Minority-owned, women-owned and small business participation- 10 points

B. **AWARD OF CONTRACT:**

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 Offerors 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. Should it be determined in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror.

V. **SPECIAL TERMS AND CONDITIONS:**

A. **ADVERTISING:**

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

B. AUDIT:

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

C. PROPOSAL ACCEPTANCE PERIOD:

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

D. DISCOUNTS, PROMPT PAYMENT:

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

E. DISCOUNTS, SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:

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

F. FINAL INSPECTION:

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

G. IDENTIFICATION AND DELIVERY OF PROPOSAL:

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

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

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

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

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

Late proposal will not be accepted.

Note: the Lottery does not conduct public openings.

H. **INDEMNIFICATION:**

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

third party's intellectual property rights by any of the Contractor-provided products or services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies, the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases involving the Commonwealth or state agencies, the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

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

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

Services, as applicable, or any component thereof, along with any other components rendered unusable by the Lottery as a result of the infringing component, and refund the price paid to the Contractor for such components.

I. **LIQUIDATED DAMAGES, GOODS AND SERVICES:**

Delivery is required not later than click here. It is understood and agreed by the Offeror that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the proposal document. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, the sum of \$click here per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the Lottery, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, the purchasing office may extend the time for performance of the Contract or delivery of goods herein specified, at the purchasing office's sole discretion, for good cause shown.

J. **NONPROFIT SHELTERED WORKSHOPS & NONPROFIT ORGANIZATIONS:**

Where it is practicable for any portion of the awarded Contract to be subcontracted, the Contractor is encouraged to offer such business to nonprofit sheltered workshops and nonprofit organizations serving the handicapped. A list of nonprofit sheltered workshops and nonprofit organizations of Virginia serving the handicapped can be found at **www.vadrs.org**.

Each prime Contractor who is awarded a Contract where using a nonprofit sheltered workshop or nonprofit organization serving the handicapped is a condition of the award, shall deliver to the Lottery, on or before request for final payment, evidence and certification of compliance. When a portion of the Contract has been subcontracted to these organizations and upon completion of the Contract, the Contractor agrees to furnish the purchasing office, at a minimum, the following information: name of nonprofit sheltered workshop or nonprofit organization serving the handicapped, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the Contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

K. **NOTICE OF MATERIAL LEGAL DISPUTE:**

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

L. **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 vendor will remain in default until the re-procurement costs have been paid to the Lottery. The vendor 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.

M. PRICE ESCALATION/DE-ESCALATION:

Price adjustments may be permitted for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: [click here](#). No price increases will be authorized for [click here](#) calendar days after the effective date of the Contract. Price escalation may be permitted only at the end of this period and each [click here](#) days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Lottery.

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

The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

N. PRIME CONTRACTOR RESPONSIBILITIES:

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

O. PRODUCT AVAILABILITY/SUBSTITUTION:

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

P. PRODUCT INFORMATION:

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

Q. QUANTITIES:

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

R. REFERENCES:

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

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

S. **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.

T. **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 and conditions of the current Contract. Written notice of the Lottery's intention to renew shall be given approximately 90 days prior to the expiration date of each Contract period.

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

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

V. **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 SBSD-certified small business and where it is practicable for any portion of the awarded Contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified SWAM-owned businesses. No Offeror or subcontractor shall be considered a SWAM-owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) 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 SBSB 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 SBSB certification Number:	

W. **WARRANTY:**

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

VI. **GENERAL TERMS AND CONDITIONS:**

A. **ANTI-DISCRIMINATION:**

By submitting their proposal, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the Virginia Lottery.

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

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

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

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

B. **ADDENDA:**

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

C. **ANNOUNCEMENT OF AWARD:**

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

D. **ANTITRUST:**

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

Virginia under said Contract.

E. **APPLICABLE LAWS AND COURTS:**

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

F. **ASSIGNMENT OF CONTRACT:**

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

G. **AVAILABILITY OF FUNDS:**

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

H. **PROPOSAL PRICE CURRENCY:**

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

I. **CHANGES TO THE CONTRACT:**

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

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

By mutual agreement between the parties in writing; or

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

independently; or

By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Lottery with all vouchers and records of expenses incurred and savings realized. The Lottery shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Lottery within thirty (30) days from the date of receipt of the written order from the Lottery. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the 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 so not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

P. **INFORMATION SECURITY REVIEW:**

Should the Contractor's obligations involve creating, collecting, or storing Lottery information which is deemed sensitive by the Virginia State Lottery Department, 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.

Q. **INSURANCE:**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverage at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and

any subcontractors will maintain this insurance coverage during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the 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 must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the Contract.

R. **NONDISCRIMINATION OF CONTRACTOR:**

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

S. **PAYMENT:**

1. To Prime Contractor:
 - a) Invoices for items ordered, delivered and accepted shall be

submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the Lottery Contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

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

2. To Subcontractors:

- a) A Contractor awarded a Contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Lottery for the proportionate share of the payment received for work

performed by the subcontractor(s) under the Contract;
or

ii. To notify the Lottery and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

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

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

T. **PERSONNEL SECURITY CLEARANCES:**

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

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

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

U. **PRECEDENCE OF TERMS:**

The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF 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.

V. **QUALIFICATION OF OFFEROR:**

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

W. **TAXES:**

Sales to the 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.

X. **TESTING AND INSPECTION:**

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

Y. **TRANSPORTATION AND PACKAGING:**

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

Z. **USE OF BRAND NAMES:**

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Lottery to

determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in a lower score of Offeror's proposal. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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

Invoices for services/goods ordered and accepted shall be submitted by the Contractor directly to the payment address below. Fulfillment services shall be billed monthly.

Invoices shall be rendered directly to:

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

or, preferably email invoices to VLAP@valottery.com.

Invoice must contain the following information:

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

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

VIII. **DISCOUNT FOR PROMPT PAYMENT:**

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

IX. **DELIVERY:**

X. **PRICING:**

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

Category A: Premium Items

In addition to submitting their catalog which contains product offerings and price, the Lottery has developed a realistic order that Offerors shall provide pricing for.

Offerors shall complete the Unit Price and Total Cost portions of the below table. Prices should match prices listed in submitted catalog. Brands such as Hanes and Chestnut Hill are provided for reference only. Brand equivalents are allowed.

Product	Quantity	Unit Price	Total Cost
Short sleeve printed Hanes Beefy T's sizes Medium (M)	250	\$	\$
Short sleeve printed Hanes Beefy T's sizes Large (L)	250	\$	\$
Short sleeve printed Hanes Beefy T's sizes Extra Large (XL)	250	\$	\$
Short sleeve printed Hanes Beefy T's sizes Extra Extra Large (XXL)	250	\$	\$
Fleece Jackets Embroidered Chestnut Hill Black, Charcoal size: Small (S)	140	\$	\$
Fleece Jackets Embroidered Chestnut Hill Black, Charcoal size: Medium (M)	140	\$	\$
Fleece Jackets Embroidered Chestnut Hill Black, Charcoal size: Large (L)	140	\$	\$
Fleece Jackets Embroidered Chestnut Hill Black, Charcoal size: Extra Large (XL)	140	\$	\$
Fleece Jackets Embroidered Chestnut Hill Black, Charcoal size: Extra Extra Large (XXL)	140	\$	\$
High Quality Staff shirts Printed LAT purple, apple green, turquoise, mandarin, black, white size: Small (S)	100	\$	\$
High Quality Staff shirts Printed LAT purple, apple green, turquoise, mandarin, black, white size: Medium (M)	100	\$	\$
High Quality Staff shirts Printed LAT purple, apple green, turquoise, mandarin, black, white size: Large (L)	100	\$	\$
High Quality Staff shirts Printed LAT purple, apple green, turquoise, mandarin, black, white size: Extra Large (XL)	100	\$	\$
High Quality Staff shirts Printed LAT purple, apple green, turquoise, mandarin, black, white size: Extra Extra Large (XXL)	100	\$	\$
Snap back adjustable baseball caps	500	\$	\$
Acrylic Plastic Tumblers with lid and straw (16 ounces)	1,000	\$	\$
Mints in a small tin (25 mints per tin)	10,000	\$	\$

Tubes of Lip Balm (0.15 ounce)	10,000	\$	\$
Ticket Scratchers (see picture below)	10,000	\$	\$
Total Cost			\$



Category B: Staff Uniforms

In addition to submitting their catalog which contains product offerings and price, the Lottery has developed a realistic order that Offerors shall provide pricing for. Offerors shall complete the Unit Price and Total Cost portions of the below table. Prices should match prices listed in submitted catalog. Brands are provided for reference only. Brand equivalents are allowed.

Product	Quantity	Unit Price	Total Price
Men's Dunlay Short Sleeve Polo VA Lottery Logo Left Chest Color Breakdown: 2-Royal Blue - Size L	3	\$	\$
Men's Capulin Long VA Lottery Logo Left Chest Color Breakdown: 1-Blue, 1-Dijon ALL SIZE XXL	2	\$	\$
Women's Dunlay Short Sleeve Polo VA Lottery Logo Left Chest Color Breakdown: 1- Yellow, Size Medium	1	\$	\$
Women's Capulin Long Sleeve Shirt VA Lottery Logo Left Chest Color Breakdown: 1-Port, Size XL 1-Spark, Size L	2	\$	\$
Stormtech Men's Velocity Sport Polo Color: Black/Red	6	\$	\$
Stormtech Women's Velocity Sport Polo Color: Black/Graphite Size Breakdown: 2-M, 1-XL	1	\$	\$
Stormtech Men's Crew Softshell Color: Black/Blue Size Breakdown: 1-L Color: Black/Yellow	4	\$	\$
Stormtech Men's Stratus Jacket Color: Black Size Breakdown: 2-L Color: Navy Size Breakdown: 1-L Color: Graphite Size Breakdown: 1-L	4	\$	\$
Umbrella 42" Lime Green Color: Lime Green Logo: VA Lottery Vertical Logo Imprint Color: White	100	\$	\$
Six-Panel Unstructured Twill Cap Color: Oyster	95	\$	\$
Six-Panel Unstructured Twill Cap Color: Oyster	900	\$	\$
Ballpoint pen Color: Green	2,000	\$	\$

Product	Quantity	Unit Price	Total Price
Logo: VA Lottery Horizontal			
GILDAN - DRYBLEND™ 50 COTTON/50 DRYBLEND™PO_y Color: Red Size Breakdown: M-90, L-180, XL-90	Medium - 90 Large - 180 Extra Large - 90	\$	\$
Tear Drop Lotto Scratcher Color: Lime Green	900	\$	\$
Oval Valet Key Tag Color - Silver: Lazer Engrave	200	\$	\$
18oz. Cara Stainless Steel Tumbler Color: Apple Treen	50	\$	\$
Renegade Aluminum Flashlight Color: Lime Green	200	\$	\$
Total Cost			\$

XI. **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 _____

1. 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 #5977MGand subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services proposal herein.

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

2. OFFERORS CHECKLIST:

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

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

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

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

XIII. 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.

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