

Commonwealth of Virginia



Invitation for Sealed Bids

Title: Monthly Playbook Newsletter

Due Date: May 29, 2024

Contact Information:

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Invitation for Bids (IFB) #: PR10417PM

IFB Issue Date:..... May 14, 2024

Contract Term: October 26, 2024 through October 25, 2026

Bid Due Date and Time:May 29, 2024; 3:00 PM ET

The Virginia Lottery does not discriminate against faith-based organizations or against a Bidder 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 Bidder's Firm: _____

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I. **PURPOSE:**

The purpose of this Invitation for Bid (“IFB”) is to solicit sealed bids from qualified firms to print and deliver a monthly Playbook Newsletter to be used by the Virginia Lottery (“Lottery”), an independent agency of the Commonwealth of Virginia.

II. **PRODUCT AND/OR SERVICE REQUIREMENTS:**

The Bidder shall print and deliver a monthly Playbook Newsletter in accordance with the following specifications and requirements:

- A. **Quantity:** Approximately 6,700 copies are produced for each monthly issue, approximately 12 issues annually (calendar year). Playbooks shall be shipped once a month prior to the release of each monthly scratch ticket release. At any given time, there shall be three (3) playbooks in progress: one (1) in outline stage – determining actual written content of information to appear in playbook, one (1) in design stage – information from the outline is converted into creative material with images and structured layout, and one (1) in production/shipping stage – finalized digital copy is error free, approved and sent to printer to print, package and ship. The Lottery will communicate to the Bidder when playbooks need to be printed and delivered, the exact quantity to be printed and, if necessary, any other deviations.
- B. **Size:** Playbook - 11” x 17” prior to finishing, 8.5” x 11” final product
Insert - 8.375” x 11”, two-sided
Playbook issues may vary in page lengths. The Lottery estimates that ten (10) issues a year will be 4-pages with one (1) insert. Additional issues may be 4-pages with two (2) inserts, 6-pages with one (1) insert or 8-pages with one (1) insert. The Lottery will notify printer of page requirements prior to sending layout. See Attachment A for a sample of a past issue at the end of this solicitation.
- C. **Stock:** 80# Accent Opaque White cover for both the playbook and insert
- D. **Print:** 4/4 with bleeds all sides, insert shall be two-sided
- E. **Finishing:** Score and fold (playbook – does not perforate). Bidder shall be responsible for placing the insert(s) inside the playbook prior to packaging.
- F. **Artwork:** The Lottery will provide final layout to the Bidder. It will be accompanied by an electronic art file. Art file will be created and supplied on/in a Mac format version of Adobe CS (Creative Suite) InDesign or Illustrator, along with an Adobe Acrobat 8

print-ready PDF. Most of the art and colors used within the provided files will be CMYK but may include a variety of other color models such as RGB, Pantone and spot colors. On occasion, minor file corrections/modifications (“author’s alterations”) may be required to be completed by the Bidder when requested by the Lottery (see Section III. Special Terms and Conditions, C. Author’s Alterations, page 6).

- G. Proofs: A folded, trimmed hard copy color proof, as well as an emailed digital PDF proof shall be required for the first two (2) issues produced. After the initial two (2) issues, the Lottery may only require an electronic proof, in its sole discretion. The proof(s) shall be submitted to the Lottery five (5) business days after receipt of artwork for review and approval.
- H. Packaging: Playbooks shall be wrapped in plastic and packed in quantities found in Attachment B, quantity distribution spreadsheet, at the end of this solicitation. Playbook mailing lists are updated by the Lottery throughout the year and will be supplied to the Bidder when there are changes. The current list should be used unless provided with a new list. Approximately 70% of the playbooks are shipped directly to Lottery’s Sales Reps’ homes and the other 30% shipped to Lottery’s Customer Service Centers (“CSC”). For cartons going to the CSC warehouse locations, these shall be labeled with Sales Rep’s name (e.g. John Smith), issue month of the playbook (e.g. April Playbook) and quantity (e.g. Q=80). All cartons must weigh less than 25 lbs.
- I. Delivery: Inside delivery is required for the CSC warehouse locations. Playbook deliveries shall be required approximately 30 days prior to issuance date. For example, if a scratch ticket is due to launch June 1st, playbook deliveries must arrive no later than by May 4th. The Bidder will be provided with a production schedule by the Lottery for each playbook edition. A partial production schedule is provided in Attachment C at the end of the solicitation. **The specified delivery period is mandatory.** Failure to deliver playbooks within the time specified may result in cancellation of the Contract in addition to other remedies of default available to the Lottery. **All shipping costs shall be included in the cost-per-thousand bid amount.** No additional charges will be allowed. See delivery addresses and quantities in the distribution spreadsheet at the end of the solicitation.

III. **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. **AUTHOR'S ALTERATIONS:**

Alterations can be defined as changes requested by the Lottery representing modifications from the original copy such as paragraph format, grammar, color changes and/or adjustments thus, requiring work to be performed in addition to the original specifications. Alterations may involve additional proof preparation. Such additional work shall be charged at the rate specified in the Pricing Schedule and be supported with documentation, such as the actual time spent, and details of work performed representing changes and additions to the original copy. Time spent shall be invoiced to the nearest ½ hour. Charges for changes, which are the result of Contractor errors, shall be borne by the Contractor and shall not be reimbursed by the Lottery.

D. **AWARD:**

The Lottery will make the award on a total cost per year basis to the lowest responsive and responsible Bidder. Unit price and extended price must be shown. In case of arithmetic errors, the unit price will govern. **Delivery timeframes may be a factor in making the award.** The Purchasing Office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Lottery also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed, in the sole opinion of the Lottery, to be in its best interest.

E. **BID ACCEPTANCE PERIOD:**

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

- F. **BID PRICES:**
Bid shall be in the form of a firm unit price for each item during the Contract period.
- G. **CANCELLATION OF CONTRACT:**
The Lottery reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event of a material breach with no options to cure, the Lottery reserves the right to cancel this Contract within ten (10) days written notice. If the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- H. **DISCOUNTS, PROMPT PAYMENT:**
Discounts for prompt payment will not be calculated in determining net low bid. Discounts for prompt payment will be shown on the purchase order/Contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made 30 days after receipt of an accurate invoice by the Lottery's Accounts Payable Department. Bidder shall indicate discount (if applicable) on page 23 of this solicitation.
- I. **EXTRA CHARGES NOT ALLOWED:**
The bid price shall be for playbooks ready for the Lottery's use and shall include all applicable freight; extra charges will not be allowed.
- J. **IDENTIFICATION AND DELIVERY OF BID:**
The cover page of this solicitation indicates bids will be accepted as sealed. Bids will be received for this procurement preferably via electronic submission through the eVA vendor portal. Bids will also be accepted through mail or hand delivery to the Contract Officer indicated on the cover page.
- a. **IF BID IS SUBMITTED ELECTRONICALLY:** Electronic bid submission through eVA is preferred. Bidder must be registered in eVA to submit an electronic bid. Additionally, Bidders must be registered in eVA to be awarded a procurement.

The following are instructions for submitting an electronic bid:

1. Go to www.eva.virginia.gov;
2. Click on "I Sell To Virginia";
3. Click on "eVA Supplier Training"; and
4. Click on "Viewing and Responding to Solicitation Video".

If a Bidder needs assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

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

Name of Bidder
Due Date and Time
Bidder's complete address
IFB No.
IFB Title

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

- c. **IF BID IS HAND DELIVERED (INCLUDING COURIER):** Bid must be delivered to 600 East Main Street, Richmond, Virginia 23219. Due to increased building security, a Bidder must only deliver a bid 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 bid is received; only a Lottery employee can make that determination. The Security Guard will contact an appropriate Lottery employee for bid receipt and this process could take 30 minutes or longer.

Late bids will not be accepted.

Note: the Lottery does not conduct public openings.

- K. **INDEMNIFICATION:** Contractor agrees to indemnify and hold harmless the Commonwealth, the Lottery, their 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.

L. **LIQUIDATED DAMAGES, DELINQUENT DELIVERIES:**

Delivery is required not later than the Bidder's quoted delivery date. It is understood and agreed by the Bidder that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid 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 1% per day for each calendar day of delay beyond the time specified for the item(s) not yet delivered; 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.

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

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

N. **PERFORMANCE, CONTRACTOR:**

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

1. **Contractor Complaint Form:**

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

2. Default:
If the Contractor is non-responsive to the complaint form or does not satisfy the corrective action plan submitted in the complaint form or provides an unsatisfactory corrective plan, as determined by the Lottery, the Contractor may, at the Lottery's discretion, be placed in default and notified via Contractor Complaint Form.
3. Ineligible for Award:
Once placed in default, the Contractor will be ineligible to do business with the Lottery for purchases exceeding \$10,000 for a period of **three (3) years**.
4. Re-procurement of Goods and Services:
In addition to a Contractor's ineligibility for award of programs over \$10,000, 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 outlined herein for the re-procurement.

The vendor will remain in default until the re-procurement costs have been paid to the Lottery. The vendor is still subject to the three (3) year ineligibility based on the default regardless as to when the re-procurement cost is paid.

5. Number of Complaints:
 - a) For Term Contracts: if the Contractor has received three (3) or more complaints within the initial Contract period as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to submit a bid/proposal if the goods/services are re-solicited at expiration of Contract. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.
 - b) For a Renewal Period: if the Contractor has received three (3) or more complaints within a renewal period as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to submit a bid/proposal if the goods/services are re-solicited at expiration of Contract. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.
 - c) For Spot Purchases: if the Contractor has received three (3) or more complaints within a period of one (1) year as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to do business with the Lottery for purchases exceeding \$5,000 for a period of one (1) year after the issuance of the third Contractor Complaint Form. Ineligibility shall apply even though a satisfactory resolution to all complaints

occurred.

- O. **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.
- P. **PRINTING DEFINITIONS:**
CLASS 1 - **CRITICAL QUALITY PRINTING:** This class shall be used for four-color process printing where critical color matches are necessary or where engraved and/or embossed invitations are required. Typical examples: matching artist's original paintings or sculptures, or product colors so that they represent true colors or materials used in creating the original are accurately represented, and reproduction of medical slides where true color may be critical. This is a step above "pleasing colors." Finishing and bindery operations shall be of this same critical quality.
- Q. **PRINTING OVERRUNS/UNDERRUNS:**
The Lottery will not accept overruns or underruns; only quantities as specified by the Lottery shall be produced.
- R. **PRINTING - OWNERSHIP OF PRINTING MATERIALS:**
All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Lottery. Any furnished materials shall remain the property of the Lottery. All such items and materials shall be delivered to the Lottery in usable condition after completion of the work, and *prior* to submission of the invoice for payment.
- S. **PRINTING - PICK-UPS/DELIVERIES:**
Contractor shall be responsible for all pick-ups and deliveries of all materials.
- T. **PRINTING - QUALITY COLOR PRINTING:**
Contractor shall analyze each four-color subject and make separations individually. Contractor shall allow for color correction, dot etching, etc., in order to achieve top-quality production from each separation made.
- U. **PRODUCT AVAILABILITY/SUBSTITUTION:**
Substitution of a product, brand or manufacturer after the award of Contract is expressly prohibited unless approved in writing by the Contract Specialist. 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 Specialist, for a price no greater than the Contract

price, if the product for which the Contract was awarded becomes unavailable to the Contractor.

V. **QUANTITIES:**

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

W. **REFERENCES:**

Bidders 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, telephone number and email address.

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

X. **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.

Y. **RENEWAL OF CONTRACT:**

This Contract may be renewed by the Lottery upon written agreement of both parties for three (3) successive one-year periods. The Series ID: WPU0947, Series Title: PPI commodity data for pulp, paper, and allied products – commercial printing, not seasonally adjusted, category of the PPI-W section of the Producer Price Index of the United States Bureau of Labor Statistics (for the latest 12 months for which statistics are available) will be used as a guide in determining price reasonableness if price increases are requested by the Contractor.

Z. **SMALL BUSINESS, WOMAN-OWNED, AND MINORITY-OWNED (SWaM) BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

It is the goal of the Lottery that 50% of purchases are made from SWaM businesses. This includes discretionary spending in prime contracts and subcontracts. Unless the Bidder is registered as a SBSD-certified SWaM 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 SBSD-certified SWaM businesses. No Bidder or subcontractor shall be considered a SWaM Business unless certified as such by the Virginia Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of bids. If SWaM business subcontractors are used, the prime Contractor agrees to report the use of SWaM business subcontractors by providing the purchasing office at a minimum the following information: name of SWaM business with the SBSD 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 a 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 SBSD certification number:	Name: SBSD Certification #:

AA. **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.

IV. **GENERAL TERMS AND CONDITIONS:**

A. **ANTI-DISCRIMINATION:**

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

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

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

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

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

B. **ADDENDA:**

Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. Each Bidder 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 bid. 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. **BID PRICE CURRENCY:**

Unless stated otherwise in the solicitation, Bidders shall state bid/offer 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 Bidder has questions about the specifications or other solicitation documents, the prospective Bidder 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 bid, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids 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 bid, Bidders certify that their bid are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, 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. **INSURANCE:**

By signing and submitting a bid under this solicitation, the Bidder 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 Bidder 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.)

Q. MANDATORY USE OF LOTTERY DOCUMENT:

Failure to submit a bid on this official Invitation for Bids document shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Lottery reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Lottery may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

R. NONDISCRIMINATION OF CONTRACTOR:

A Bidder 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 Bidder 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 LOTTERY DOCUMENT, 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 BIDDER:**

The Lottery may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the Lottery all such information and data for this purpose as may be requested. The Lottery reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Lottery further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Lottery that such Bidder 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 bid, all Bidders 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.

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

Invoices for payment shall be submitted upon delivery of each monthly playbook issue.

Invoices shall be rendered directly to:

Virginia Lottery

Attention: Accounts Payable

VLAP@valottery.com (*preferable*)

600 East Main Street

Richmond, VA 23219

Invoice must contain the following information:

- Virginia Lottery's contract number;
- description of the goods and services;
- date goods and services were provided;

- invoice total;
- Contractor’s Federal Identification Number or Federal Employer’s Number.

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

VI. **DISCOUNT FOR PROMPT PAYMENT:**

Discount for prompt payment at: _____%/Net ____ days (see Discount for Prompt Payment requirement on page 7). This Discount will not be calculated in determining low bid amount(s).

VII. **DELIVERY:**

The Lottery requires a folded, trimmed hard copy color proof, as well as an emailed digital PDF proof for at least the first two (2) issues. Bidder shall state the earliest **firm** delivery date in business days after receipt of artwork that these proofs shall be provided. This date may be a factor in making the award.

Delivery date of proofs after receipt of artwork:	_____business days
---	--------------------

The Lottery requires delivery of the playbooks to the specified locations within the State to be completed according to the Lottery’s production schedule (schedule sample attached at end of solicitation). State your earliest firm delivery date in number of business days from proof approval for these orders. This date may be a factor in making the award.

Delivery date after receipt of approved artwork:	_____business days
--	--------------------

VIII. **PRICING:**

The Bidder agrees to furnish the goods as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following firm, fixed price during the term of the agreement. In case of errors in the extension of prices, the unit price shall prevail. All shipping costs shall be borne by the Contractor.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE PER MONTH
Playbook – four (4) pages and one (1) insert (total of 6 pages)	6.7	M	\$ _____/M	\$ _____
Playbook – four (4) pages and two (2) inserts (total of 8 pages)	6.7	M	\$ _____/M	\$ _____

Playbook – six (6) pages and one (1) insert (total of 8 pages)	6.7	M	\$ _____/M	\$ _____
Playbook – eight (8) pages and one (1) insert (total of 10 pages)	6.7	M	\$ _____/M	\$ _____
Author’s Alterations	1/2	Hr.	\$ _____	

*****SCENARIO FOR EVALUATION PURPOSES ONLY*****
Bidder, please complete the following with figures from the pricing schedule above.

The following is a scenario to be used to determine the lowest total cost. Quantities listed below are estimates and are being used for evaluation purposes only. Bidder shall insert bid figures quoted above, calculate extensions and total cost per year.

4 monthly copies of the Playbook – four (4) pages + one (1) insert. Calculate as follows:

$$\begin{matrix} \$ \text{ _____} / \text{M} \times 6.7 \times 4 \text{ mos.} = \$ \text{ _____} \\ \uparrow \end{matrix}$$

insert the per thousand-unit price quoted above for the Playbook as described

6 monthly issues of the Playbook – six (6) pages + one (1) insert. Calculate as follows:

$$\begin{matrix} \$ \text{ _____} / \text{M} \times 6.7 \times 6 \text{ mos.} = \$ \text{ _____} \\ \uparrow \end{matrix}$$

insert the per thousand-unit price quoted above for the Playbook as described

2 monthly issues of the Playbook – four (4) pages + two (2) inserts. Calculate as follows:

$$\begin{matrix} \$ \text{ _____} / \text{M} \times 6.7 \times 2 \text{ mos.} = \$ \text{ _____} \\ \uparrow \end{matrix}$$

insert the per thousand-unit price quoted above for the Playbook as described

TOTAL COST PER YEAR: \$ _____

IX. ADDENDA:

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bid:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

X. **SIGNATURE AND BIDDER PROFILE SHEET:**

All bids 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 bid price(s).

In compliance with this Invitation for Bid #PR10417 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

Complete Legal Name of Firm	
Address	
Remit To Address	
Authorized Signature	Date
Print Name	
Title	FIN #
Email	Telephone
Bidder Profile: Bidder 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 Bid	
Check here to use above contact <input type="checkbox"/> or provide name below:	
Name:	
Email	Phone

XI. **BIDDERS CHECKLIST:**

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

<input type="checkbox"/>	Bidder has clear understanding of goods/services requested
<input type="checkbox"/>	Bidder 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 Bidder (Bidder must write in these tables/boxes).
<input type="checkbox"/>	Bidder understands when Bid is due
<input type="checkbox"/>	Bidder understands where to mail or deliver bid
<input type="checkbox"/>	Bidder understands that once a bid is opened it is a binding document
<input type="checkbox"/>	Bidder signed and provided all information requested on IFB Signature Page
<input type="checkbox"/>	Bidder understands that contact with the Contract Specialist is encouraged if any questions arise prior to submitting a bid
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

ATTACHMENT A – Playbook Example (4 pages and 1 insert = total of 6 pages)

NEW GAMES EVERY
TUESDAY.

SCRATCHERS.
PRINT 'N PLAY.
ONLINE GAMES.

New games are launching **EVERY TUESDAY** in May!

MAY 7

New Scratchers

MAY 7

Print 'n Play: Skee-Ball®

MAY 7

Online Game: Skee-Ball®

MAY 14

Online Game: The Claw

MAY 16

Online Game: Wobblyblobs

MAY 21

Print 'n Play: Smoking Hot 7s

MAY 28

Online Game: Molecular Money

If you have any questions about new games launching each Tuesday, contact your Virginia Lottery sales representative. For odds, game and prize information, visit the Virginia Lottery app or valottery.com.

Skee-Ball® is a registered trademark of Bay Tek Entertainment, Inc. Used under license. All rights reserved. Pop-A-Shot® is a registered trademark of Pop-A-Shot Enterprises LLC. Used under license. All rights reserved.

May 2024
playbook

A Sales Guide for Virginia Lottery Retailers



NEW GAMES COMING SOON

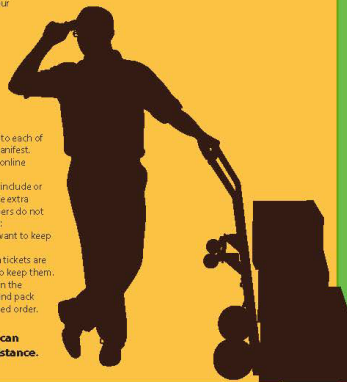
Skee-Ball® is a registered trademark of Bay Tek Entertainment, Inc. Used under license. All rights reserved. Pop-A-Shot® is a registered trademark of Pop-A-Shot Enterprises LLC. Used under license. All rights reserved.

CONFIRMING SCRATCHERS

When you receive Scratchers from UPS, verify the shipping address and inspect the package for any damage. If ANY of the information on the shipping label is incorrect or the contents of the delivery are damaged:

- Call your sales representative, and let them know your delivery is incorrectly addressed and/or tickets are damaged.
- If you have an issue after hours, call the Virginia Lottery Retailer Support hotline at 1.800.654.2500, and leave a voicemail.
- After verifying the shipping label info and condition of the tickets, locate the enclosed packing manifest, and VERIFY that ALL information (name, number, address) on the manifest is correct for your location.
- Compare the game AND pack numbers in the order to each of the pack numbers listed on the enclosed packing manifest.
- Scan the barcode on the packing manifest with the online terminal's CCD reader to confirm delivery.
- On the confirmation screen, you have the option to include or exclude tickets that are missing or include or exclude extra tickets included in the order. If the ticket pack numbers do not match the pack numbers on the invoice, you should:
 - Select the option to include the extra tickets if you want to keep them, and then scan the packs.
 - Select the option to exclude the extra tickets if extra tickets are listed on the packing manifest and you don't want to keep them.
- If tickets are listed on the packing manifest but not in the matching order, manually enter the game number and pack number(s) to exclude these tickets from the confirmed order.

Contact your sales representative, and they can provide any additional information and assistance.



SALES TIPS- MORE COMING SOON

Players enjoy buying full packs of their favorite Scratchers. This is beneficial for retailers and another reason it's important to manage inventory effectively. Here are the benefits of selling full packs.

HOW TO CASH WITHDRAWAL VOUCHERS

- A player shows a retailer the withdrawal voucher (on their mobile device or printed copy).
- The retailer selects the Withdraw Voucher button on the Flex.
- The retailer scans the barcode on the voucher or manually enters the 13-digit serial number under the barcode.
- The Withdraw Voucher Validation screen will appear. The retailer will select Yes to validate the voucher and pay the voucher amount.

VOUCHERS THAT CAN BE VALIDATED AT RETAIL:

- Vouchers valued from \$1 up to \$250.
- Retailers can validate up to five vouchers per player per day (\$1,250 maximum).
- Vouchers must be redeemed within 30 days. Funds will go back to the player's wallet if past 30 days.
- Vouchers can be paid only once.
- A retailer cannot cancel a voucher; only the player can.

A successfully validated withdrawal voucher will be listed as a credit to the player and have the label Withdraw in the sales breakdown.

If you have any additional questions, ask your sales representative.

NEW SCRATCHERS LAUNCHING MAY 7!



\$1

#2275
Easy Money

Try to reveal three matching symbols in the same game! If a player reveals a symbol from the Bonus Legend, the player wins a prize!

TICKET SIZE: 4" X 3"

TOP PRIZE ODDS:
1 in 24,480

UPC: 617189022756

PULL GAME: _____
BIN #: _____
2nd DISPLAY: _____
VENDING: _____
NOTES: _____

\$2

#2276
Cash Wheel

A player could win two prizes at once! Try to match three symbols in a line to win both prizes shown by the arrows on the wheel!

TICKET SIZE: 4" X 5"

TOP PRIZE ODDS:
1 in 979,200

UPC: 617189022763

PULL GAME: _____
BIN #: _____
2nd DISPLAY: _____
VENDING: _____
NOTES: _____

\$5

#2255
Skee-Ball®

All the fun of the classic SKEE-BALL® game on a Scratcher plus a bonus Pop-A-Shot® game too!

TICKET SIZE: 4" X 8"

TOP PRIZE ODDS:
1 in 1,346,400

UPC: 617189022558

PULL GAME: _____
BIN #: _____
2nd DISPLAY: _____
VENDING: _____
NOTES: _____

\$30

#2277
Cash Overload

Prizes start at \$100! The entire game is loaded exclusively with \$100, \$200, \$300, \$600, and \$2,000 prizes.

TICKET SIZE: 4" X 12"

TOP PRIZE ODDS:
1 in 6,120

UPC: 617189022770

PULL GAME: _____
BIN #: _____
2nd DISPLAY: _____
VENDING: _____
NOTES: _____

Skee-Ball® is a registered trademark of Bay Tek Entertainment, Inc. Used under license. All rights reserved.
Pop-A-Shot® is a registered trademark of Pop-A-Shot Enterprises LLC. Used under license. All rights reserved.

playresponsibly Virginia Problem Gambling Helpline: 1-888-532-3500. Must be 18 or older to play.

©2024 Virginia Lottery | valottery.com



Now earn \$250 when you hit your Scratcher sales goal plus additional commission on every dollar over your Scratcher sales goal!

2.5% EXTRA!

If you exceed your Scratcher sales goal by up to 4.99%, earn 2.5% additional commission on every dollar over your Scratcher sales goal!

OR

5% EXTRA!

If you exceed your Scratcher sales goal by 5% or more, earn 5% additional commission on every dollar over your Scratcher sales goal!

The fourth quarter of FY24 is the final promotional period in which this incentive is available.

ELIGIBILITY REQUIREMENTS

- Activate and put out for sale at least one pack of each new Scratcher within the first three days of launch.
- Maintain an out-of-stock rate of less than 4%.
- Remain in Active status throughout the promotional period.
- No more than one (1) NSF for the entire incentive period.

RETAILER BEST PRACTICES

- Activate and put out for sale at least one pack of each new Scratcher within the first three days of launch.
- Minimize out-of-stocks.
- Ensure the best-selling games are always available.
- Accept debit.
- Promote suggestive selling.
- Cash winning tickets for prizes up to \$600.
- Display winner-awareness materials in your store.
- Maximize visibility of ticket displays, Lottery equipment and point-of-sale advertising.
- Promote the Virginia Lottery mobile app for its player and retailer benefits that include:
 - Ticket checker in the app
 - Check winning numbers
 - Create digital playslips
 - Deposit prizes up to \$5,000 into a player's online player wallet

Retailers will be paid via EFT.

If you have any questions, contact your Virginia Lottery sales representative for more information.

ATTACHMENT B – QUANTITY DISTRIBUTION SPREADSHEET

Master Spreadsheet Playbook		UPDATED 4-9-24 A. Butler							
Area 1 POS Qtys								Playbook	Shipment Name
100	Sam Testa		5504 Leavells Crossing Drive	Fredericksburg	VA	22407		5	
109	Jessica Chong	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192		60	Ronald Rose
129	Shazia Kahn		13315 Nassau Dr	Woodbridge	VA	22193		70	
134	Destiny Betts		250 S Whiting Street, Apt 113	Alexandria	VA	22304		80	
137	Brian Sherfey	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192		80	Ronald Rose
138	Maria Covarrubias	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192		70	Ronald Rose
140	Brian Sanders		5580 Cedar Break Drive	Centerville	VA	20120		75	
142	Ramesh Patel		11906 Enchanted Court	Fredericksburg	VA	22407		80	
143	Mohammed Bhati	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192		80	Ronald Rose
144	Javaid Siddiqui	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192		66	Ronald Rose
Merchandiser	Colin Riley	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	20120		0	
	Ronald Rose	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192		20	Ronald Rose
Area 2 POS Qtys									
200	Corrine Garbour		121 Nightengale Ave	Stephens City	VA	22655		10	
204 Merchandiser	Beverlee Grafton		108 Pilot Knob Loop	Stafford	VA	22554		25	Lissa Keagy
209	Brenda Alexander		354 Hidden Valley Lane	Winchester	VA	22603		80	
214	Connor O'Brien		7207 Wilkes Bridge Place	Richmond	VA	23233		80	
215	Mark Sasser		115 Forest Ridge Rd.	Winchester	VA	22602		80	
216	Shannon Nicholson	Virginia Lottery Harrisonburg CSC	1790-26 East Market Street	Harrisonburg	VA	22801		75	Lissa Keagy
217	Lori Hitt	Virginia Lottery Harrisonburg CSC	1790-26 East Market Street	Harrisonburg	VA	22801		90	Lissa Keagy
220	Mike Kirby		13189 Sunset Court	Orange	VA	22960		85	
228	Henry Shortt	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192		90	Ronald Rose
233	Lynn Waters		101 Curry Court	Clear Brook	VA	22264		80	
239	Noel Hicks		993 Ginn's Rd	Boyce	VA	22620		75	
241	Scott Christman		11216 Willow Oak Court	Fredericksburg	VA	22407		90	
205 Merchandiser	VACANT	Virginia Lottery Harrisonburg CSC	1790-26 East Market Street	Harrisonburg	VA	22801		25	Lissa Keagy
	Todd Huffman	Virginia Lottery Harrisonburg CSC	1790-26 East Market Street	Harrisonburg	VA	22801		10	
Area 3 POS Qtys									
300	Pamela Meeks		138 Janice Ct.	Danville	VA	24541		10	
301	Tom Kaufman		2147 Forsythia Lane	Charlottesville	VA	22911		75	
304	Stacy Tingen		4386 Brentwood Dr.	South Boston	VA	24592		80	
Merchandiser	Peter Cosby		315 Sumpter Street	Lynchburg	VA	24503		40	
311	Karen Williams		1715 Sunnyside RD	Crewe	VA	23930		70	
313	Ja'Brellia Boykins		1599 McVeigh Rd. Apt. A	Lynchburg	VA	24502		85	
314	Greg Mann		194 Wheeler Rd	Lynchburg	VA	24504		75	
315	Ryan Francisco		2018 Clays Mill School Rd.	Scottsburg	VA	24589		80	
324	Maurice Young		302 E. Jerald Street	Highland Springs	VA	23075		80	
325	Marina Drake		112 Wiggins Ct.	Franklin	VA	23851		80	
371	Cindy Workman	Virginia Lottery Cent Va CSC	1524 S. Main St	Farmville	VA	23901		70	Jerry Thompson
22	Jim Speer	Virginia Lottery Cent Va CSC	1524 S. Main St	Farmville	VA	23901		20	Jerry Thompson
Area 4 POS Qtys									
400	Tim Lassiter							0	None
402	Shannon Schell		2429 Shillelagh Rd.	Chesapeake	VA	23323		80	
Merchandiser	Lisa Taylor		1301 Chesapeake Ave.	Chesapeake	VA	23324		0	Denise Chiera
416	Debra Patterson		1416 Decatur St Apt A	Chesapeake	VA	23324		80	
419	Max Lawver		300 Sabal Palm Lane Apt. 202	Chesapeake	VA	23320		80	
421	Tony Griggs		201 Tara Circle	Chesapeake	VA	23322		80	
422	Dawn Henley		209 Tipton Rd	Newport News	VA	23606		80	
424	Jimmy Cruz		1426 Dory Dr. Apt 2033	Virginia Beach	VA	23453		80	Denise Chiera
426	Clifton Johnson		1308 Earle Ave.	Chesapeake	VA	23324		80	
427	Corey Walls		4015 Plantation Creek Lane	Cape Charles	VA	23310		80	
431	Suzanne Morris	Virginia Lottery Hampton CSC	2306W. Mercury Boulevard	Hampton	VA	23518		80	Denise Chiera
432	Doug Adams		2 Apache Trail	Hampton	VA	23669		80	
433	Jonathan Croft		2374 N.Windsong Ct. Apt 201	Virginia Beach	VA	23455		80	
	Denise Chiera	Virginia Lottery Hampton CSC	2306W. Mercury Boulevard	Hampton	VA	23666		75	Denise Chiera
Area 5 POS Qtys									
500	Mike Rupert	Virginia Lottery/PZW	1620 E. Parham Rd	Richmond	VA	23228		5	Chris Collins
519	Jennifer Boyd		4613 Chester Garden Loop	Chester	VA	23831		80	Chris Collins
520	Angel Rodriquez		9512 Silver Collection Circle Apt 129	Fredericksburg	VA	22408		75	
523	Jimmy Davis		8899 Rock Cedar Rd.	New Kent	VA	23124		75	
524	VACANT	Virginia Lottery/PZW	1620 E. Parham Rd	Richmond	VA	23228		80	Chris Collins
525	Carolyn Goodrich		258 Meggs Bay Road	Saluda	VA	23149		70	
Merchandiser	VACANT	Virginia Lottery/PZW	1620 E. Parham Rd	Richmond	VA	23228		0	Chris Collins
534	Lindsey Pateson	Virginia Lottery/PZW	1620 E. Parham Rd	Richmond	VA	23228		80	Chris Collins
536	Jeff Driver	Virginia Lottery/PZW	1620 E. Parham Rd	Richmond	VA	23228		80	Chris Collins
545	Darlene Montgomery		8716 Forest Glen Circle	Fredericksburg	VA	22407		70	
547	Deon Allen		7900 Four Mile Run Parkway	Richmond	VA	23231		80	
548	Susan Johnson		11301 Smoketree Dr.	N. Chesterfield	VA	23236		60	
549	Todd Campbell		14213 Charter Walk Lane	Midlothian	VA	23114		70	Chris Collins
	Chris Collins	Virginia Lottery/PZW	1620 E. Parham Rd	Richmond	VA	23228		25	Chris Collins

Area 6 POS Qtys								
600	Adam Mikesell	Virginia Lottery Roanoke CSC	1287 Towne Square Boulevard	Roanoke	VA	24012	5	John Beisley
605	Katie Lawson	Virginia Lottery Roanoke CSC	1287 Towne Square Boulevard	Roanoke	VA	24012	80	John Beisley
607	Nikki Dye	Virginia Lottery Roanoke CSC	1287 Towne Square Boulevard	Roanoke	VA	24012	90	John Beisley
Master Spreadsheet Playbook			UPDATED 4-9-24 A. Butler					
Area 1 POS Qtys							Playbook	Shipment Name
100	Sam Testa		5504 Leavells Crossing Drive	Fredericksburg	VA	22407	5	
109	Jessica Chong	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192	60	Ronald Rose
129	Shazia Kahn		13315 Nassau Dr	Woodbridge	VA	22193	70	
134	Destiny Betts		250 S Whiting Street, Apt 113	Alexandria	VA	22304	80	
137	Brian Sherfey	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192	80	Ronald Rose
138	Maria Covarrubias	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192	70	Ronald Rose
140	Brian Sanders		5580 Cedar Break Drive	Centerville	VA	20120	75	
142	Ramesh Patel		11906 Enchanted Court	Fredericksburg	VA	22407	80	
143	Mohammed Bhati	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192	80	Ronald Rose
144	Javaid Siddiqui	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192	66	Ronald Rose
Merchandiser	Colin Riley	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	20120	0	
	Ronald Rose	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192	20	Ronald Rose
Area 2 POS Qtys								
200	Corrine Barbour		121 Nightengale Ave	Stephens City	VA	22655	10	
204 Merchandiser	Beverlee Grafton		108 Pilot Knob Loop	Stafford	VA	22554	25	Lissa Keagy
209	Brenda Alexander		354 Hidden Valley Lane	Winchester	VA	22603	80	
214	Connor O'Brien		7207 Wilkes Bridge Place	Richmond	VA	23233	80	
215	Mark Sasser		115 Forest Ridge Rd.	Winchester	VA	22602	80	
216	Shannon Nicholson	Virginia Lottery Harrisonburg CSC	1790-26 East Market Street	Harrisonburg	VA	22801	75	Lissa Keagy
217	Lori Hitt	Virginia Lottery Harrisonburg CSC	1790-26 East Market Street	Harrisonburg	VA	22801	90	Lissa Keagy
220	Mike Kirby		13189 Sunset Court	Orange	VA	22960	85	
228	Henry Shortt	Virginia Lottery NOVA CSC	14550 Potomac Mills Road	Woodbridge	VA	22192	90	Ronald Rose
233	Lynn Waters		101 Curry Court	Clear Brook	VA	22264	80	
239	Noel Hicks		993 Ginn Rd	Boyce	VA	22620	75	
241	Scott Christman		11216 Willow Oak Court	Fredricksburg	VA	22407	90	
205 Merchandiser	VACANT	Virginia Lottery Harrisonburg CSC	1790-26 East Market Street	Harrisonburg	VA	22801	25	Lissa Keagy
	Todd Huffman	Virginia Lottery Harrisonburg CSC	1790-26 East Market Street	Harrisonburg	VA	22801	10	
Area 3 POS Qtys								
300	Pamela Meeks		138 Janice Ct.	Danville	VA	24541	10	
301	Tom Kaufman		2147 Forsythia Lane	Charlottesville	VA	22911	75	
304	Stacy Tingen		4386 Brentwood Dr.	South Boston	VA	24592	80	
Merchandiser	Peter Cosby		315 Sumpter Street	Lynchburg	VA	24503	40	
311	Karen Williams		1715 Sunnyside RD	Crewe	VA	23930	70	
313	Ja'Brellia Boykins		1599 McVeigh Rd. Apt. A	Lynchburg	VA	24502	85	
314	Greg Mann		194 Wheeler Rd	Lynchburg	VA	24504	75	
315	Ryan Francisco		2018 Clays Mill School Rd.	Scottsburg	VA	24589	80	
324	Maurice Young		302 E. Jerald Street	Highland Springs	VA	23075	80	
325	Marina Drake		112 Wiggins Ct.	Franklin	VA	23851	80	
371	Cindy Workman	Virginia Lottery Cent Va CSC	1524 S. Main St	Farmville	VA	23901	70	Jerry Thompson
22	Jim Speer	Virginia Lottery Cent Va CSC	1524 S. Main St	Farmville	VA	23901	20	Jerry Thompson
Area 4 POS Qtys								
400	Tim Lassiter						0	None
402	Shannon Schell		2429 Shillelagh Rd.	Chesapeake	VA	23323	80	
Merchandiser	Lisa Taylor		1301 Chesapeake Ave.	Chesapeake	VA	23324	0	Denise Chiera
416	Debra Patterson		1416 Decatur St Apt A	Chesapeake	VA	23324	80	
419	Max Lawver		300 Sabal Palm Lane Apt. 202	Chesapeake	VA	23320	80	
421	Tony Griggs		201 Tara Circle	Chesapeake	VA	23322	80	
422	Dawn Henley		209 Tipton Rd	Newport News	VA	23606	80	
424	Jimmy Cruz		1426 Dory Dr. Apt 2033	Virginia Beach	VA	23453	80	Denise Chiera
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432	Doug Adams		2 Apache Trail	Hampton	VA	23669	80	
433	Jonathan Croft		2374 N.Windsong Ct. Apt 201	Virginia Beach	VA	23455	80	
	Denise Chiera	Virginia Lottery Hampton CSC	2306W. Mercury Boulevard	Hampton	VA	23666	75	Denise Chiera
Area 5 POS Qtys								
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519	Jennifer Boyd		4613 Chester Garden Loop	Chester	VA	23831	80	Chris Collins
520	Angel Rodriquez		9512 Silver Collection Circle Apt 129	Fredericksburg	VA	22408	75	
523	Jimmy Davis		8899 Rock Cedar Rd.	New Kent	VA	23124	75	
524	VACANT	Virginia Lottery/P2W	1620 E. Parham Rd	Richmond	VA	23228	80	Chris Collins
525	Carolyn Goodrich		258 Meggs Bay Road	Saluda	VA	23149	70	
Merchandiser	VACANT	Virginia Lottery/P2W	1620 E. Parham Rd	Richmond	VA	23228	0	Chris Collins
534	Lindsey Pateson	Virginia Lottery/P2W	1620 E. Parham Rd	Richmond	VA	23228	80	Chris Collins
536	Jeff Driver	Virginia Lottery/P2W	1620 E. Parham Rd	Richmond	VA	23228	80	Chris Collins
545	Darlene Montgomery		8716 Forest Glen Circle	Fredericksburg	VA	22407	70	
547	Deon Allen		7900 Four Mile Run Parkway	Richmond	VA	23231	80	
548	Susan Johnson		11301 Smoketree Dr.	N. Chesterfield	VA	23236	60	
549	Todd Campbell		14213 Charter Walk Lane	Midlothian	VA	23114	70	Chris Collins
	Chris Collins	Virginia Lottery/P2W	1620 E. Parham Rd	Richmond	VA	23228	25	Chris Collins

Area 6 POS Qtys								
600	Adam Mikesell	Virginia Lottery Roanoke CSC	1287 Towne Square Boulevard	Roanoke	VA	24012	5	John Beisley
605	Katie Lawson	Virginia Lottery Roanoke CSC	1287 Towne Square Boulevard	Roanoke	VA	24012	80	John Beisley
607	Nikki Dye	Virginia Lottery Roanoke CSC	1287 Towne Square Boulevard	Roanoke	VA	24012	90	John Beisley

ATTACHMENT C – SCHEDULE

Creative and Production Steps

July

August

September

October

Producer

VA
Lottery/Mktg

VA lottery/Mktg

VA Lottery/Mktg

VA Lottery/Mktg

Outline and information

3-May

31-May

5-Jul

2-Aug

Initial Review

13-May

10-Jun

15-Jul

12-Aug

Feedback and Revisions

5/13 to 5/17

6/10 to 6/14

7/15 to 7/19

8/12 to 8/16

Approval/ Sent to Printer

23-May

24-Jun

25-Jul

22-Aug

Deliver to Sales Rep

6-Jun

8-Jul

8-Aug

5-Sep

New Games Launch

2-Jul

6-Aug

3-Sep

1-Oct

November

December

January

February

March

VA Lottery/Mktg

VA
Lottery/Mktg

VA Lottery/Mktg

VA Lottery/Mktg

VA
Lottery/Mktg

30-Aug

4-Oct

1-Nov

6-Dec

3-Jan

9-Sep

14-Oct

12-Nov

16-Dec

13-Jan

9/9 to 9/13

10/14 to 10/18

11/12 to 11/18

12/16 to 12/20

01/13 to 1/17

19-Sep

24-Oct

21-Nov

23-Dec

23-Jan

3-Oct

7-Nov

5-Dec

9-Jan

6-Feb

5-Nov

3-Dec

7-Jan

4-Feb

4-Mar

April

May

June

VA Lottery/Mktg VA Lottery/Mktg VA Lottery/Mktg

30-Jan

28-Feb

4-Apr

10-Feb

10-Mar

14-Apr

2/10 to 2/14

03/10 to 03/14

04/14 to 04/18

20-Feb

20-Mar

24-Apr

6-Mar

3-Apr

8-May

1-Apr

6-May

3-Jun