

Commonwealth of Virginia



Request for Unsealed Proposals

Title: Experiential Marketing Support

Due Date: July 23, 2026

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RFP Issue Date: June 25, 2026

Contract Term: 4 Years Plus 3 Renewals

Proposal Due Date and Time: July 23, 2026; 3:00 PM EST

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Complete Legal Name of Offeror's Firm: _____

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1. PURPOSE:

The Virginia Lottery (“Lottery”) is seeking proposals from full-service Experiential Marketing firms to provide a variety of services to support the Lottery Experiential

Marketing initiatives. The anticipated contract resulting from this RFP is expected to consist of an initial four-year term and three one-year renewal options.

2. **BACKGROUND:**

The Lottery sponsors and activates at a wide variety of events across the state of Virginia. Events include music, food, culture, and craft beer festivals as well as college stadiums and arenas on game day. The Virginia Lottery's marketing objective at these events is to engage consumers with our brand, whether rewarding our current players or building relationships with our future players. The Lottery strives to deliver an incredible experience in support of its mission to generate revenue for K-12 public schools. The Lottery's Experiential Marketing Program supports a variety of Lottery programs and campaigns such as game-specific support, and selling and non-selling events, college athletics, and education-sponsored events.

The Lottery is seeking a qualified and experienced Experiential Marketing firm to deliver unique, fun and engaging experiences at Live events in Virginia. Over the last several years, Lottery events have been primarily focused on community events in support of the Lottery's mission. The Lottery is known to execute as many as 200 live event days over the course of one (1) year. The event team has included a Market Manager and Brand Ambassadors who deliver the experiences. Events may be as brief as two (2) hours or as many as twelve (12) hours per day. Multiple Events have been held at the same time but in different locations. The Lottery does sell product at some, but not all, events.

3. **STATEMENT OF NEEDS:**

At a minimum, the Offeror agrees to provide the services as described in the Statement of Needs below. Offerors are encouraged to propose additional methodologies or modified approaches which could improve or add additional value to the existing experiential marketing support services requested in this RFP.

Offeror Responsibilities for Experiential Strategies and Annual Event Plan

1. Offeror shall have the ability to use existing Lottery, industry, and internal research to assist with providing strategic direction on bringing the Lottery brand to life through Experiential Marketing.
2. Offeror shall have the ability to help develop strategic plans to include cross-channel and promotion integration opportunities that build brand awareness and help consumers experience the Lottery brand. The Lottery brand may change over the course of the contract, and the Offeror shall agree to update assets accordingly.
3. Offeror shall have the ability to provide professional guidance based on proven results in consumer engagement, events, and event-to-consumer segment fit.
 - a) Review historical findings (from both Lottery and other customer events), both quantitatively and anecdotally. Develop innovative trends with consumer insights to make recommendations to the Lottery.
 - b) Identify and provide recommendations on opportunities to connect with consumers beyond the Lottery's immediate footprint or current social reach.
 - c) Provide a full post-event evaluation utilizing agreed-upon metrics.
4. Offeror shall have the ability to provide recommendations for and assist with the development of the Lottery's Annual Event Plan and provide recommendations for future events to attend/sponsor. The Annual Event Plan shall include new events and sponsorship opportunities based on business initiatives along with investment levels to calculate a budget.
5. Offeror shall have the ability to conduct a review of prospective events upon request that provides an estimated value for the event compared to sponsorship costs.

Offeror's Responsibilities for Creative Development

1. Offeror shall have the ability to concept and develop creative for Events including but not limited to a new or improved footprint, booth/tent space design, on-site and college athletic signage, social media imagery related to events, engagement tools, premiums, and any additional creative job duties required by the Lottery.
2. Offeror shall have the ability to concept and create social media event post(s) and/or announcement(s) for Lottery owned events in conjunction with the Lottery's Social Media Specialist.

Offeror's Responsibilities for Social Media Events

1. Offeror shall have the ability to produce and stream Facebook Live events and/or comparable social media events.

2. Offeror shall have the ability to assist with the production of social media live events including but not limited to the following: creative file support, content management, digital platform and streaming management, and reporting of relevant data as defined by the Lottery.
3. Offeror shall have the ability to provide a digital platform to host Lottery social media live events as required by the Lottery.
4. Offeror shall provide the following for digital content and data of digital platform:
 - a) Develop content in collaboration with the Lottery.
 - b) All digital content and intellectual products created as a result of the awarded contract are property of the Lottery.
 - c) Appropriately brand the social media live events as instructed by the Lottery. All content will be approved by the Lottery in writing prior to use or going live.
 - d) Allow the Lottery to access events to become the consumer-facing host.
 - e) Responsible for the content accuracy for all digital assets unless the content was provided incorrectly by the Lottery.
 - f) Develop creative and production schedules that are mutually agreed upon. If delays, missed deadlines or deliveries occur which result in the Lottery paying additional fees to meet agreed upon deadlines or set delivery dates, the Offeror may be held responsible for these fees or overages if the Offeror is at fault.
 - g) If the Lottery is at fault for delays or missed deadlines as agreed upon, Offeror will not be held responsible for virtual event delays or incomplete assets.
 - h) Offeror is to notify the Lottery of all imminent deadlines and repercussions associated with missed deadlines that might impair the final event product.
 - i) Provide all technical support to ensure digital solution remains functional throughout use.
 - j) Provide social media live event data to the Lottery.

Offeror Responsibilities for Event Outlines

1. Offeror shall agree to submit an Event Outline for Lottery approval prior to working any event. The Event Outline shall, at a minimum, include the following:
 - a. Name and Location of Event
 - b. Number of Brand Ambassadors and Market Manager working event
 - c. Names and contact information of event staff
 - d. Name and number of premiums to be used
 - e. Footprint assets to be used
 - f. Timeline of event execution from prep to warehouse return
 - g. Estimated staffing costs to include hotel costs
 - h. Vehicle assignment
 - i. Performance tracking and metrics

2. Lottery will review and approve the Event Outline prior to any work being performed. If there are changes to the current Event Outline, the Lottery must be notified in writing ahead of the event, or if on event-day, contacted by phone with a follow-up email.
3. Offeror shall agree to work with the Lottery on procedures for the Offeror to sell Lottery games at select events without Lottery staff in attendance. Offeror shall agree to become an authorized retailer as required by the Lottery.

Offeror Staffing Responsibilities for Lottery Events

1. Offeror shall have the ability to Provide qualified manpower for each event according to the event schedule. If the Lottery determines event staff are not fit to work events, the Offeror is required to provide replacements at no additional charge. The Offeror also ensures the removed personnel will no longer be assigned to future Lottery events.
 - a) Field staff are trained prior to performing services for Lottery Events. The Lottery will provide initial annual training about the Lottery brand at the Lottery Headquarters (or other location) and/or through a virtual meeting.
 - b) After the training provided by the Lottery, the Offeror is responsible for training any new event staff on the Lottery's brand, roles and responsibilities, program goals, Frequently Asked Questions, different possible scenarios, reporting procedures, and other general administrative tasks. The Lottery can be available to greet any new employees through a virtual meeting.
 - c) Mock events may be requested by either the Lottery or the Offeror once per year for training purposes, unless directed otherwise by the Lottery. Any changes to training curriculum must be approved by Lottery designee.
 - d) Work closely with Lottery Team and designated Lottery lead(s).
 - e) Field Staff should consist of Brand Ambassadors and a Market Manager at a minimum. Offerors are encouraged to propose similar or different Field Staff roles which could add additional value to the requested services.
2. Offeror shall have the ability to provide an optimal mix of both Brand Ambassador(s) and Market Manager(s) for each Lottery event, as directed by the Lottery.
 - a) Each event should require a different mixture of staffing needs and both Brand Ambassadors and Market Managers may not be required at all events.
 - b) Brand Ambassadors and Market Managers must be at least 18 years of age, hold a high school diploma (or equivalency), and able to lift 25 (twenty-five) pounds.
 - c) Offeror's staff must collaborate with the Lottery to ensure event footprint is set up and taken down in accordance with Lottery requirements.
 - d) Offeror is responsible for loading event vehicles with a predetermined quantity of specific promotional items and/or premium items from the

designated warehousing facility and transporting to the event. At the end of an event, Offeror is responsible for reloading and returning the remaining promotional items and/or premium items to the designated warehousing facility.

- e) Offeror is responsible for setting up and taking down event elements, including but not limited to tents, tent lights, generators, chairs, tables, and games.
- f) Offeror's staff is responsible for laying and dismantling temporary event flooring.
- g) Offeror's staff is responsible for assembling and disassembling signage, banners, flags, etc.
- h) Offeror's staff is responsible for setting up and breaking down counters for Lottery terminals which allow ticket sales at events.
- i) Offeror's staff is responsible for towing, including hitching, any trailers.

3. Market Manager:

- a) The role of the Market Manager is to be the lead for the event from preparation at the warehouse to onsite footprint management and return to warehouse. This includes being present at the event and ensuring the Brand Ambassadors are performing the agreed upon job duties. The Market Manager embodies the Lottery's brand when they engage event attendees, provide product and/or promotion information, manage games, set-up and distribute premium giveaways, along with Lottery products, coupons and gift cards, and capture content for social media (pictures, etc.).
- b) Market Managers manage Brand Ambassadors and all reporting functions.
- c) Market Managers are responsible for the transportation, set-up, and breakdown of event footprint. Driving history clearance must be approved by the Lottery prior to serving in this capacity.
- d) Market Managers may be tasked with selling responsibilities. Training and the proper security clearances are required prior to a Market Manager serving in this capacity.

4. Brand Ambassadors:

- a) Brand Ambassadors encompass the Lottery's brand when they engage event attendees, provide product and/or promotion information, manage games, collect player information, set-up and distribute premium giveaways, along with Lottery products, coupons and gift cards (for those Brand Ambassadors with the proper background clearance).
- b) Brand Ambassadors assist with the set-up and breakdown of the footprint as well as any basic maintenance that may be needed during an event.
- c) Brand Ambassadors may be tasked with selling responsibilities. Training to ensure proper brand communication and proper security clearances are required prior to a Brand Ambassador serving in this capacity.

5. Offeror shall complete and share with the Lottery performance reviews for both Market Managers and Brand Ambassadors who are performing

services for Lottery Events.

6. Lottery may use images or videos that include Offeror employees in digital media and marketing material.
7. Reliable hotspot access or Wi-Fi connection should be provided by Offeror's staff at all identified Lottery Events. Lottery may determine whether hotspots are also accessible for players.

Offeror Responsibilities for Warehousing and Transportation

1. Offeror shall provide a complete warehousing solution that can store all Lottery assets and premium items as directed by the Lottery. The warehouse must be accessible on nights and weekends to both the Offeror's staff as well as Lottery designated employees. The warehouse must be secure and include on-site parking. The warehouse must be staffed appropriately to receive premium items or event equipment into the warehouse, track the inventory, and store them. The warehouse must be located in Richmond, Virginia.
2. Offeror shall provide and maintain a forklift and other necessary warehouse management equipment at the warehouse. Offeror shall provide staff who are Occupational Safety and Health Administration (OSHA) compliant certified forklift drivers to pick and pack Lottery premium goods as needed for events. Forklift certification shall be provided to the Lottery within fifteen (15) calendar days after Award Notice.
3. Offeror shall provide a tracking system of premium items remaining in warehouse as well as inventory used at each Lottery event. Offeror shall have the ability to manage the Lottery inventory which includes receiving items, storing items, and distributing items to the proper location. Offeror shall have the ability to allow the Lottery to remotely review inventory levels that are updated on a weekly basis with identification of the quantity of items used at each individual event.
4. Offeror shall provide and maintain the following vehicles that are necessary to execute the event footprint including the selling of Lottery games to and from event locations and the designated warehouse:
 - a. One (1) box truck to transport event assets, premiums, and event materials
 - b. One (1) truck that can haul a trailer
 - c. One (1) trailer that can be fitted with Lottery selling equipment
5. All vehicles used to support Lottery events shall be branded and wrapped in a Lottery approved design. Additional vehicles needed to support a specific event are not required to be Lottery branded but should not be branded for another organization or company. The Offeror shall provide a process for the exchanging of vehicle keys in a secure manner by Offeror staff.

6. Offeror staff operating the vehicles must meet all Federal and State Department of Transportation rules and regulations. Any incidents or infractions in vehicles supporting a Virginia Lottery event must be notified to the Virginia Lottery.
7. Instances where items are to be stored in vehicles, the Offeror must develop and provide to the Lottery a security plan to ensure Lottery-owned assets are secure at all times.
8. The Offeror is responsible for any Lottery-owned assets that are damaged, lost, or stolen during storage (at the event site) and transport. All items damaged, lost, or stolen shall be replaced or paid for by the Offeror, unless the Lottery determines the damage was a result of an Act of God.

Offeror Responsibilities for Production

1. Offeror shall produce elements, which may include interactive elements such as physical or virtual props and games as approved by the Lottery. All products, both physical and intellectual assets are property of the Lottery and must be approved in advance by the Lottery.
2. Offeror shall produce items according to the Lottery's approved Brand Standards.
3. The Offeror is responsible for content accuracy for all produced assets.
4. The Offeror is responsible for all production specifications and details provided to production employees (or sub-contractors), unless the specifications and details were provided incorrectly from the Lottery.
5. If items are incorrectly provided by Offeror resulting in a need to reproduce in a way that incurs additional costs, the Offeror is responsible for the additional charges.
6. If items are incorrectly provided by Offeror but were delivered based on the Lottery's approved specifications and details, the Offeror will not be responsible for additional charges related to reproduction.
7. Offeror shall develop production schedules that are mutually agreed upon with the Lottery and provide adequate time for both parties to review, approve, and produce needed materials.
8. If delays, missed deadlines or deliveries occur which result in the Lottery paying additional fees to meet agreed upon deadlines or set delivery dates, the Offeror may be held responsible for these fees or overages if the Offeror is at fault.
9. The Offeror shall provide cost estimates to the Lottery for approval prior to either the maintenance occurring or the design and production of new assets.

10. The Offeror may purchase additional assets or lease supplemental assets as deemed necessary by the Lottery. These services will be provided on an as needed basis and will be mutually determined by the Offeror and the Lottery.
11. Follow the proper procurement policies and procedures when selecting a new third-party vendor (subcontractor).

Offeror Reporting Responsibilities

1. Offeror shall provide and utilize an online portal to track event metrics for all Lottery events as well as leverage historical data. Portal to be updated within 24 hours after an event, or event day for multi-day events, is completed. At a minimum, the following information to be captured should include the following:
 - a) Event name, type, and location
 - b) Total number of customer interactions
 - c) Staffing information to include contact information for all Offeror's staff working an event
 - d) Total number of impressions to include onsite and road impressions
 - e) Cost per impression
 - f) Total number of premiums distributed
 - g) Staffing costs per event
 - h) Premium distribution cost per event
 - i) Total number of interactions and cost per interaction
 - j) Event return on investment and other relevant performance metrics
 - k) Tickets sold (for selling events)
 - l) Promotional ticket giveaways
 - m) Coupon giveaways
 - n) Number of games played
 - o) Photos and video of the onsite experience at the footprint
 - p) Feedback from on-site team
 - q) Social media posts, if requested by the Lottery
 - r) Providing proof of performance to show event footprint met Lottery standards as established for each event. Proof of performance to be provided at conclusion of any event.
2. The Offeror shall provide training to the Lottery on how to access required reports and data. The data shall be able to be exported into Excel and/or CVS.
3. The Offeror shall utilize a methodology to determine whether an event is a good fit for the Lottery, taking into consideration internal and external factors. Factors may include historical cost analysis, audience reached, anticipated audience, rights received, associated event fees, etc. The Offeror shall estimate the return on investment for each event based on information collected by the event partner.
4. The Offeror shall develop reports utilizing data captured at Lottery events in collaboration with the Lottery on an agreed upon schedule no longer than monthly. Lottery may request ad hoc reports, as needed. Most common reports

to be requested by the Lottery are listed below. Content and intended purpose of each report will be described in detail at the time of the Lottery requesting the report. Offerors can expect at a minimum of three reports to be requested per month based on the event metrics listed above and/or other data and metrics deemed appropriate by the Lottery or recommended by the awarded Offeror.

- a) Post-Event Report
- b) Monthly Report
- c) Quarterly Event Summary Report
- d) Annual Event Report
- e) Program Reports (ie. college athletics, Keno support, reporting based on Lottery specific programs which require Experiential Marketing etc.)
- f) Additional Ad-Hoc Reports as requested by the Lottery

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

A. **GENERAL REQUIREMENTS:**

1. **RFP Response:**

- a. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and 4 copies of each proposal must be submitted to the Lottery. Each hardcopy proposal must also contain the following:
 - (1) An electronic version of the complete proposal on a jump drive, and
 - (2) An electronic version of the complete proposal with any proprietary information removed. Proprietary information is detailed in section 2.d. below.
- b. No other distribution of the proposal shall be made by the Offeror.
- c. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.

2. **Proposal Preparation:**

- a. Proposals shall be signed by an authorized representative of the Offeror.
- b. Failure to submit all information requested may result in the Evaluation Team giving a lowered evaluation score of the proposal.
- c. An explanation describing how the Offeror will accomplish each requirement must be included in the Offeror's proposal. The phrase "fully comply" without an explanation is unacceptable. If a requirement is not being provided, state "Not Provided." Proposals that 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.

IF PROPOSAL IS SUBMITTED ELECTRONICALLY: Electronic proposal submission through eVA is preferred. Offeror must be registered in eVA to submit an electronic proposal. Additionally, Offerors must be registered in eVA to be awarded a procurement. Offerors must submit one (1) complete copy of the proposal and attachments as well as one (1) copy with proprietary information redacted.

The following are instructions for submitting an electronic proposal:

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

Proposals may also be emailed directly to the appropriate Contract Officer.

IF PROPOSAL IS MAILED: One (1) original and four (4) copies of each proposal must be submitted to the Lottery. Each hardcopy proposal must also contain the following:

An electronic version of the complete proposal on a jump drive,

An electronic version of the complete proposal with any proprietary information removed. Proprietary information is detailed in section 2.b. below.

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 and this process could take 30 minutes or longer.

Late proposal will not be accepted.

Note: The Lottery does not conduct public openings.

3. Oral Presentation:

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

4. **Page Limits:**

Offeror's proposal shall be limited to 50 pages with each past performance case study not exceeding two (2) pages. A page is defined as 8 ½ by 11 inch paper. Double sided printing shall count as two (2) pages. Graphs, drawings, diagrams, supporting illustrations, or spreadsheets larger than 8 ½ by 11 inches will count as one page and shall not be greater than 11" x 17". Margins shall be no smaller than 1 inch and each page shall be numbered consecutively. Offeror must use a 12-point font or larger.

The 50-page limitation includes any charts, graphs, drawings, diagrams supporting illustrations, or spreadsheets, etc. but excludes the following:

- Cover page
- Table of contents
- List of acronyms (if utilized)

- Past performance case studies (not to exceed two pages each)
- Section 1
- Additional Terms and Conditions associated with Digital Platform

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals shall be as thorough and detailed as possible so that the Lottery may properly evaluate Offeror’s capabilities to provide the required services. In addition to any other requirements imposed by Section III of this Request for Proposals, Offerors are required to submit the following items as a complete proposal. **Offerors should organize proposal content by sections as requested below.**

Section 1. Signed Proposal, Addenda, Proprietary Information, and Exceptions to T/Cs

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

Proprietary Information Table:

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

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

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 or Condition. ****NOTE:** The Lottery will not sign any Offeror’s documents, MSAs, or any other type of agreement(s). The Lottery’s General Terms and Conditions shall not be negotiated.

Section 2. Company Background Information

1. Brief Company Bio summarizing company history, including Account Team who would be assigned to the Virginia Lottery account, and services

provided. Any additional company partnerships which could provide further added value to the requested services may be included.

2. Provide three (3) examples of past performance where similar work was performed within the past five (5) years. These case studies shall include who the customer was, the scope of the project, number of events completed, how case study is relevant to RFP requirements, and any other details the Offeror deems important.

Section 3. Experiential Strategy and Annual Event Plan:

5. Describe in detail how as the Contractor you would provide strategic direction on bringing the Lottery brand to life through Experiential Marketing.
6. Describe in detail what research and data are utilized to develop Event Implementation Strategies.
7. Detail your process for evaluating and recommending future Live events for the Lottery to attend or sponsor.
8. Propose best method(s) and tools used to assist the Lottery in developing the Annual Event Plan.
9. Describe in detail how you as the Contractor will develop strategic plans to include cross-channel and promotion integration opportunities that build brand awareness and help consumers experience the Lottery brand.
10. Describe in detail how you as the Contractor will provide professional guidance based on proven results in consumer engagement, events, and event-to-consumer segment fit.
7. Describe in detail how you as the Contractor would review historical findings (from both Lottery and other customer events), both quantitatively and anecdotally; and develop innovative trends with consumer insights to make recommendations to the Lottery.
8. Describe in detail how you, as the Contractor would identify and provide recommendations on opportunities to connect with consumers beyond the Lottery's immediate footprint or current virtual reach.
9. Describe or show examples of possible production elements, which may include interactive elements such as physical or virtual props and game. Provide photographs, written, or rendered concepts of examples of experiential marketing proposed or executed by the Contractor to show creative development, production, and event capabilities.

Section 4. Operational Methodology:

1. Describe your proposed Creative Ideation and Development process.

2. Based on the RFP Background information and work described in the Statement of Needs, explain how you would develop ideas for a new or improved footprint, including, but not limited to, on-site signage, engagement tools, and premiums. Offerors are encouraged to show examples, possible prototypes, or ideas used in the past on similar contracts.
3. Describe your Staffing model to include how you recruit and assign staff to an event, how you staff events, and how you accommodate for last-minute staff changes. Outline a proposed staff training day.
4. Describe how Brand Ambassadors and Market Managers' performance will be evaluated.
5. Provide a sample event outline and describe methodology for each step.
6. Provide details of the warehousing solution and necessary staffing requirements to receive and manage premium items and event equipment.
7. Present examples of streaming and production capabilities for Facebook Live events.
8. Propose and explain the online portal to track event metrics for all Lottery events as well as leverage historical data. Explain how online-portal will reveal the requested information within 24 hours the event is completed. Provide a sample report.
9. Propose and explain the general tracking system of premium items remaining in warehouse as well as inventory used at each Lottery event. Explain how Lottery inventory will be managed to include receiving items, storing items, and distributing items to the proper location. Describe how you will notify the Lottery of current inventory levels (to include used and remaining inventory) on an ongoing basis.
10. Proposed Security Plan for instances where items including active scratchers are to be stored in a locked safe in vehicles to ensure Lottery-owned assets are always secure.
11. Describe the vehicle(s) to be used for Lottery Experiential Marketing events to Lottery footprint elements (i.e. tents, signage, tables, tablecloths, etc.), games, and premiums to and from event locations and storage areas.
12. Provide examples or draft images of Lottery branded vehicles.
13. Explain how additional vehicles will be provided at the Lottery's request for an additional daily charge. Also, present what vehicle types are available upon request.
14. Describe how the use of vehicle(s) will be handled in the event of two or more multi-day events in different geographical areas.

15. Explain how you would manage the transition from one event to another over consecutive days

Section 5. Small, Women-Owned, and Minority-Owned Business (SWaM)

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

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

Section 6. Pricing

Please refer to “X. Pricing.” Offerors must submit their pricing in their sealed proposal independently of the rest of their proposal.

Alternate pricing schedules may be proposed, but the pricing to furnish goods/services as specified herein **must** be provided with Offerors’ proposals as required and organized in “X. Pricing.” **Failure to provide pricing as required and in section “X. Pricing” may result in the rejection of an Offeror’s proposal.** Alternate pricing schedules can only be proposed as a possible option and not the sole pricing offered.

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.

Submit all inquiries concerning this RFP in writing via email, subject “Questions on RFP #13357DH” to:

SPOC: Davonia Holland
 Email: dholland@valottery.com

The Lottery does not guarantee a response to any questions received after July 16, 2026.

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	July 6, 2026
Addendum #1 issues (if applicable)	July 9, 2026
Second Round of Questions (if applicable)	July 14, 2026
Addendum #2	July 16, 2026
RFP Due Date	July 23, 2026
Estimated Contract Award	October 15, 2026

V. **EVALUATION AND AWARD CRITERIA:**

A. **EVALUATION CRITERIA:**

The Lottery seeks to Contract for the goods and/or services described herein with the responding Offeror who submits the best proposal as modified through negotiations. The written proposals, and any subsequent negotiated offers, will be evaluated and judged by the Lottery based on the following criteria:

Evaluation Criteria	Scoring Points Available
Company Background Information	20
Experiential Strategy & Annual Event Plan	30
Operational Methodology	30
SWaM	10
Pricing	10
Total Points Available	100

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 such Offerors. After negotiations have been conducted with each of these Offerors, the Lottery may select the Offeror(s) that, in its opinion, has made the best proposal, and award the Contract to that Offeror(s). The 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.

11. **SPECIAL TERMS AND CONDITIONS:**

A. **ADVERTISING:**

In the event a Contract is awarded for supplies, equipment, and/or services resulting from this solicitation, no indication of such sales and/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 and/or services.

B. **AUDIT:**

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Lottery and/or 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 and at no cost to the Lottery nor the Commonwealth of Virginia.

C. **PROPOSAL ACCEPTANCE PERIOD:**

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

D. **CANCELLATION OF CONTRACT:**

The Lottery reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event of a material breach with no options to cure, the Lottery reserves the right to cancel 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 day written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

The Contractor assures that information and data obtained as to personally-identifiable information and circumstances related to Lottery players/ consumers, employees, retailers, vendors, applicants, and/or licensees will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and the Lottery's written consent and only in accordance with federal law or the *Code of Virginia*. Contractors who utilize, access, or store personally identifiable

information as part of the performance of a Contract are required to safeguard this information and immediately notify the Lottery of any breach or suspected breach in the security of such information. Contractors shall allow the Lottery to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

F. CONTINUITY OF SERVICES:

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

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

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

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

G. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:

With the signature of the Contractor's authorized representative on this solicitation, Contractor certifies that Contractor firm/individual and subcontractor are properly licensed for providing the goods/services specified.

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

H. **DATA BREACH:**

Notification and Response

The Contractor shall notify the Virginia Lottery as soon as practicable, but in no event later than twenty-four (24) hours after becoming aware, of any actual or suspected Cybersecurity Incident or Data Breach involving Virginia Lottery Data, including unauthorized access, acquisition, disclosure, alteration, or loss of data, whether maintained by the Contractor or its subcontractors. For purposes of this Agreement, "Cybersecurity Incident" means any actual or suspected event that results in, or has the potential to result in, unauthorized access to, disruption of, misuse of, modification of, or destruction of information systems, networks, applications, or data, or that compromises the Confidentiality, Integrity, or Availability (CIA) of Lottery information resources, including any error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Virginia Lottery Data or the safeguards implemented to protect such data.

Notice shall be provided by telephone and email to the Lottery's Director of Information Security and by email to the Lottery's Office of Legal Counsel (Deputy General Counsel) and Director of Security, and shall occur without unreasonable delay and in all events within the twenty-four (24) hour period stated above. The notice shall include, at a minimum:

1. A description of the nature of the incident and the date and time it was discovered;
2. The categories and approximate volume of Virginia Lottery Data affected;
3. Whether the data was encrypted, redacted, or otherwise protected, and whether encryption keys were compromised;
4. Actions taken or planned to contain, investigate, and remediate the incident; and
5. A designated point of contact responsible for coordinating incident response.

The Contractor shall fully cooperate with the Virginia Lottery, the Commonwealth of Virginia Fusion Center, law enforcement, and their designee(s) in incident investigation, forensic analysis, containment, remediation, and recovery activities, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Lottery. The Virginia Lottery retains the sole authority to determine whether external notifications (including notices to affected individuals, regulators, or law enforcement) are required and to approve the timing, method, and content of any such notifications.

Notification to Individuals and Costs

If notification to individuals or entities affected by the incident is required under applicable law (federal or state), the Contractor shall, at its own expense and only as approved by the Virginia Lottery with respect to timing, method, and content, provide such notification. In the case of Personally Identifiable Information (PII), and at the Virginia Lottery's sole election, the Contractor shall additionally: (i) notify affected individuals as soon as practicable but no later than required by applicable law, or, if no legally required notification period applies, within five (5) calendar days of the occurrence; (ii) reimburse the Virginia Lottery for any costs incurred in notifying affected individuals; (iii) provide third-party credit and identity monitoring services to each affected individual for the period required by applicable law, or, if no legally required monitoring period applies, for no less than twenty-four (24) months following the date of notification; (iv) perform any other actions required to comply with applicable law; (v) indemnify, defend, and hold harmless the Virginia Lottery and the Commonwealth of Virginia from and against any and all claims, including reasonable attorneys' fees, costs, and expenses, arising from or related to the occurrence; (vi) recreate lost Virginia Lottery Data in the manner and on the schedule set by the Virginia Lottery, without charge; and (vii) provide the Virginia Lottery a detailed plan within ten (10) calendar days of the occurrence describing the measures the Contractor will undertake to prevent a future occurrence.

To the extent the Contractor provides notification to affected individuals, such notification shall, at a minimum, include: (a) name and contact information of the Contractor's representative; (b) a description of the nature of the incident; (c) a list of the types of data involved; (d) the known or approximate date of the incident; (e) how the incident may affect the affected individual; (f) what steps the Contractor has taken to protect the affected individual; (g) what steps the affected individual can take to protect themselves; (h) contact information for major credit reporting agencies; and (i) information regarding the credit and identity monitoring services to be provided by the Contractor (if applicable).

Subcontractors

The Contractor shall ensure that all subcontractors are contractually bound to equivalent incident reporting and response obligations. The Contractor remains fully responsible for subcontractor actions or omissions.

I. DATA OWNERSHIP

All data provided to the Contractor by the Virginia Lottery, or collected, generated, processed, or stored on behalf of the Virginia Lottery under this Agreement ("Virginia Lottery Data"), remains the exclusive property of the Virginia Lottery. No rights, title, or interest in such data is transferred to the Contractor.

The Contractor shall act solely as a data custodian and shall not assert any ownership, lien, or other interest in Virginia Lottery Data.

Return and Destruction of Data

Upon termination or expiration of this Agreement, or upon written request by the Virginia Lottery, the Contractor shall:

1. Return all Virginia Lottery Data in a format designated by the Virginia Lottery; and
2. Securely delete or destroy all copies of Virginia Lottery Data, including backups and archival copies, within 30 days, unless retention is otherwise required by law or otherwise directed by the Lottery.

The Contractor shall provide written certification of data return and destruction upon completion. These obligations survive contract termination.

J. DATA USAGE

The Contractor shall use Virginia Lottery Data solely for the purpose of performing services expressly authorized under this Agreement and for no other purpose.

Use of Virginia Lottery Data for analytics, product development, artificial intelligence training, marketing, benchmarking, resale, or disclosure to third parties is strictly prohibited unless explicitly authorized in writing by the Virginia Lottery.

Access Controls and Segregation

The Contractor shall:

- Restrict access to Virginia Lottery Data to authorized personnel with a demonstrated need-to-know;
- Implement logical and physical controls to prevent unauthorized access or use;
- Maintain segregation of Virginia Lottery Data from other customer or contractor data;

Location, Storage, and Transfer

The Contractor shall not store, process, or transmit Virginia Lottery Data outside of the Continental US without prior written authorization. Any data sharing, interconnection, or system-to-system exchange shall be documented and approved by the Virginia Lottery in writing to include the following types of shared data and the direction(s) of data flow documented in a data flow diagram.

K. 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.

L. **DISCOUNTS, OR PROMOTIONAL DISCOUNTS:**

The Contractor shall extend any special 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.

M. **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.

N. **FORCE MAJEURE:**

The Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work here under which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

O. **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 and this process could take 30 minutes or longer.

Late proposal will not be accepted.

Note: the Lottery does not conduct public openings.

P. INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Commonwealth of Virginia, the Lottery, their Board Members, officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of the Contractor, (ii) any act or omission of any employee, agent, or subcontractor of the Contractor, (iii) breach of any representation, warranty or covenant of the Contractor contained herein, (iv) any defect in the Contractor/subcontractor-provided products and/or services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Contractor/subcontractor-provided products and/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/subcontractor-provided products and/or services, including any components thereof, or that the Contractor's/subcontractor's performance or delivery of any product and/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/subcontractor-provided Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or Contractor's/subcontractor's performance, and in addition to all other obligations of the Contractor in this Section, the Contractor shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof; or (b) replace or modify such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof, with non-infringing Deliverables, Products, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, satisfactory to the Lottery. And in addition, the Contractor shall provide the Lottery with a comparable temporary replacement product and/or service or reimburse the Lottery for the reasonable costs incurred by the Lottery in obtaining an alternative product and/or service, in the event the Lottery cannot use the affected Deliverable, Product, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, or any component thereof. If the Contractor cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then the Contractor shall accept the return of the infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, or any component thereof, along with any other components rendered unusable by the Lottery as a result of the infringing component, and refund the price paid to the Contractor for such components.

Q. INSTALLATION:

For products requiring installation, all items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises at the Contractor's cost.

R. LIMITATION OF LIABILITY:

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for an indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death;

(b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor/subcontractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification and/or reimbursement.

S. LIMITATION OF LIABILITY:

To the maximum extent permitted by applicable law, the Contractor's liability under this Contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this Contract shall not exceed the greater of \$-click here or click here times the amount of money paid to the Contractor under this Contract during the twelve month period preceding the event or circumstance giving rise to such liability. The Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor/subcontractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification and/or reimbursement.

* When Used: This clause should be used on an exception basis and only when it is anticipated that liability will be an issue and the risk to the Lottery may be extensive. In such cases, the above clause should be included in written solicitations and contracts, as well as procurements made on a sole source or emergency basis. Examples are: software; hardware; two-way communication devices; telephone equipment; medical, dental and laboratory equipment and supplies; elevator maintenance and inspection services; food service; medical service, etc. Caution: The potential risk must be calculated in dollars and indicated in the first blank. Delete the remaining part of the sentence. If the risk value cannot be determined within a reasonable amount and the Contract is for indefinite quantity (e.g., annual Contract), estimate the approximate annual value and fill in the dollar amount. Enter a multiplication factor in the second blank, such as two (2) or some other reasonable number. Prior review by risk management and/or legal counsel is recommended before including in a solicitation or Contract. The clause may be modified, as applicable, depending on the intended use of the goods and/or services.

T. 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 its 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 its supplier(s), a reasonable extension of time as the Lottery deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, the Lottery may extend the time for performance of the Contract or delivery of goods herein specified, at the Lottery's sole discretion, for good cause shown.

U. LIQUIDATED DAMAGES, FURNISH AND INSTALL:

Work shall begin click here calendar days after receipt of purchase order or Contract and all work shall be completed in click here calendar days. It is hereby 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 its 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 its supplier(s), a reasonable extension of time as the Lottery deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the Contractor, the Lottery may extend the time for performance of the Contract or delivery of goods herein specified at the Lottery's sole discretion for good cause shown.

V. 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.

W. PERFORMANCE, CONTRACTOR:

Contractors providing goods and/or 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. 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 provided 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/or Services:

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

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

5. Number of Complaints:

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

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

c) For Spot Purchases: If the Contractor has received three or more complaints within a period of one year as documented by Contractor Complaint Forms, the Contractor may, at the

Lottery's discretion, be ineligible to do business with the Lottery for purchases exceeding \$5,000 for a period of one year after the issuance of the third Contractor Complaint Form. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.

X. 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 were verified to the satisfaction of the Lottery. 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 Lottery. 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 Lottery will notify the 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 agrees to notify the Lottery immediately for any decreases which affect the cost of materials.

Y. PRIME CONTRACTOR RESPONSIBILITIES:

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

Z. 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 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.

AA. 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.

BB. 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.

CC. 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, telephone number and email address.

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

DD. 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.

EE. RENEWAL OF CONTRACT:

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

FF. RENEWAL OF CONTRACT:

This Contract may be renewed by the Lottery upon written agreement of both parties for 3 successive one year periods. The click here category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics (for the latest twelve months for which statistics are available) will be used as a guide in determining price reasonableness if price increases are requested by the Contractor.

GG. RENEWAL OF CONTRACT:

This Contract may be renewed by the Lottery for successive Click here to enter text. year periods under the terms and conditions of the original Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Lottery's intention to renew shall be given approximately 90 days prior to the expiration date of each Contract period.

1. If the Lottery elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the click here category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Lottery elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the click here category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

HH. SECURITY CLEARANCE – VIRGINIA LOTTERY:

All Contractor/subcontractor personnel, entering the Main Street Centre Building (or any other Lottery facility), 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 facility being denied.

II. 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.

JJ. 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 Lottery 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 incurred by the Lottery or obtain an equitable adjustment in the Contract price.

KK. WARRANTY (COMMERCIAL):

The Contractor agrees that the goods and/or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Lotter/Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

SPECIAL TERMS AND CONDITIONS FOR IT PURCHASES:

LL. CONFIDENTIALITY (LOTTERY):

The Lottery agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied

therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the Contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Lottery.

MM. **CONFIDENTIALITY (CONTRACTOR):**

The Contractor assures that information and data obtained as to personal facts and circumstances related to the Lottery including, but not limited to, Lottery players/ consumers, employees, retailers, vendors, applicants, and/or licensees, will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and the Lottery's written consent. Any information to be disclosed, except to the Lottery, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

NN. **DEMONSTRATIONS:**

By submitting a proposal, the Offeror certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Lottery reserves the right to require Offerors to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that an Offeror's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by an Offeror to promptly comply with a request for demonstration could result in its proposal being rejected. Failure to reject shall not relieve the Contractor of its obligation to fully comply with all requirements of the Contract.

OO. **EXCESSIVE DOWNTIME:**

Equipment or software furnished under the Contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the Contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than click here consecutive calendar days, the Contractor shall promptly replace the equipment or software at no charge upon request of the Lottery. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within click here days following the request for replacement.

PP. OWNERSHIP OF INTELLECTUAL PROPERTY:

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Contract shall become the sole property of the Lottery. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Lottery to evidence the Lottery's sole ownership of specifically identified intellectual property created or developed in the performance of the Contract.

QQ. PRODUCT SUBSTITUTION:

During the term of any Contract resulting from this solicitation, the Contractor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the Contracting Officer whose name appears on the front of this solicitation, or his/her designee.

RR. QUALIFIED REPAIR PERSONNEL:

All warranty or maintenance services to be performed on the items specified in this solicitation, as well as any associated hardware or software, shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Lottery reserves the right to require proof of certification prior to contract award and at any time during the term of the Contract.

SS. RENEWAL OF MAINTENANCE:

Maintenance of the hardware or software specified in the resultant Contract may be renewed by the mutual written agreement of both parties for an additional one-year period(s), under the terms and conditions of the original Contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's Contract price(s), increased or decreased by more than the percentage increase or decrease in the category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.

TT. SERVICE REPORTS:

Upon completion of any maintenance call, the Contractor shall provide the Lottery with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.

UU. TERMINATION BY LOTTERY FOR CONVENIENCE:

Lottery may terminate this Contract at any time without cause, in

whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as Lottery elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as Lottery may require to assign to the Lottery the Contractor's interest in all subcontracts and purchase orders designated by Lottery. After all such steps have been taken to Lottery's satisfaction; the Contractor shall receive as full compensation for termination and assignment the following:

All amounts then otherwise due under the terms of this Contract,

Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,

Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, Lottery shall have no further obligations to the Contractor of any nature.

In no event shall termination for the convenience of the Lottery terminate the obligations of the Contractor's surety on its payment and performance bonds.

12. GENERAL TERMS AND CONDITIONS:

A. ANTI-DISCRIMINATION:

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

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

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

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

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

B. ADDENDA:

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

C. ANNOUNCEMENT OF AWARD:

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

D. ANTITRUST:

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Lottery and 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

and/or services purchased or acquired by the Lottery 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, in particular, Richmond, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations including Virginia Lottery Law § 58.1-4000 et seq. and the Virginia Lottery Purchasing Manual.

F. **ASSIGNMENT OF CONTRACT:**

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

G. **AVAILABILITY OF FUNDS:**

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

H. **PROPOSAL PRICE CURRENCY:**

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

I. **CHANGES TO THE CONTRACT:**

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

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

By mutual agreement between the parties in writing; or

By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed,

subject to the Lottery's right to audit the Contractor's records and/or to determine the correct number of units independently; or

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

J. **CLARIFICATION OF TERMS:**

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

K. **DEBARMENT STATUS:**

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

L. **DEFAULT:**

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

M. **DRUG-FREE WORKPLACE:**

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

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

N. **ETHICS IN PUBLIC CONTRACTING:**

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

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

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

P. **INFORMATION SECURITY REVIEW:**

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

Q. **INSURANCE:**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverage at the time the Contract is awarded. 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 Lottery 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 Lottery and the Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the Contract.

R. **NONDISCRIMINATION OF CONTRACTOR:**

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

S. **PAYMENT:**

1. To Prime Contractor:

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

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:**

The Lottery requires that all Board members, officers and employees working directly on a Contract with the Lottery for such goods or services shall be subject to a criminal background search to be conducted by the chief security officer of the Lottery. Additionally, Lottery Regulation 5-20-410 extends this to include any parent or Subsidiary Corporation of the vendor providing Lottery online or instant ticket goods or services, 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 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 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 Lottery 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 Lottery, 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.

13. METHOD OF PAYMENT AND INVOICING:

Specify **when** payment will be made, e.g., upon delivery, monthly, quarterly, completion of project, etc. In addition, specify **when** and where invoices are to be submitted, e.g., by the 10th of the month following the month services were rendered, upon shipment, completion of project, etc.

Invoices shall be rendered directly to:

Virginia Lottery
Attention: Accounts Payable
VLAP@valotery.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.

14. 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).

15. DELIVERY:

16. 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):

17. 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 _____

18. 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

19. 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 Officer 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"/>	

20. 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). Sections of the Statement of Needs are specifically referenced within the pricing schedule to assist Offerors understand what work should apply to each pricing section:

*Alternate pricing schedules may be proposed and are encouraged, but the pricing to furnish goods/services as specified herein **must** be provided with the Offeror’s proposal as required and organized below. **Failure to provide pricing as required below may result in the rejection of an Offeror’s proposal.** Alternate pricing schedules can only be proposed as a possible option and not the sole pricing offered.*

Staffing

Statement of Needs Section: “D. Offeror Staffing Responsibilities for Lottery Events”

Labor Category	Hourly Rate	Estimated Hours	Total Price
Brand Ambassador	\$ 0.00	2,200*	\$ 0.00
Market Manager	\$ 0.00	3,000*	\$ 0.00
TOTAL:			\$ 0.00

*These hours serve only as an estimate and include time for transportation, set-up and breakdown, and recapping of events. Actual hours are dependent on the number and duration of events and may be more or less than the amount provided.

In addition to completing the required pricing table above, Offerors are encouraged to submit alternate pricing models. One example could be a reduced hourly rate for prolonged commitment by the Lottery for staff.

Lottery Warehouse, Transportation, and Inventory Management System

Statement of Needs Section: “E. Offeror Responsibilities for Warehousing and Transportation”

Monthly Price	Total Months	Annual Price
\$0.00	12	\$0.00

Contractor shall provide an additional Transport Vehicle for event materials when required and approved by the Lottery. Additional cost per vehicle shall be as follows:

Description	Price Per Day	Estimated days Requested	Extended Price
Additional Transport Vehicle for Event Materials		4	

Experiential Strategies, Event Plan(s) & Outlines, Creative, Deliverables, and Reporting*

Statement of Needs Sections:

“A. Offeror Responsibilities for Experiential Strategies and Annual Event Plan”

“B. Offeror’s Responsibilities for Creative Development”

“D. Offeror Responsibilities for Event Outlines”

“G. Offeror Reporting Responsibilities”

Description	Monthly Price	Total Months	Annual Price
A. Experiential Strategy & Annual Event Plan + D. Event Outlines	\$0.00	12	\$0.00
B. Creative Development	\$0.00	12	\$0.00
G. Reporting	\$0.00	12	\$0.00
Total Monthly Price			\$0.00

All costs associated with the actual physical production of assets shall be invoiced as a pass-through cost with no additional markup. Invoices for production of assets must be submitted when requested by the Lottery.

Production of Virtual Events

Statement of Needs Section:

“C. Offeror’s Responsibilities for Virtual Events”

Description	Per Production Cost	Estimated Number of Productions	Extended Cost
Non-Creative Virtual Events	\$0.00	50	\$0.00
Creative Virtual Events	\$0.00	20	\$0.00
Total			\$0.00

Total Cost of Pricing Listed Above

Description	Price
A. Staffing	\$
B. Warehouse, Transportation, and Inventory Management System (Includes Additional Transport Vehicle for Event Materials)	\$

C. Experiential Strategies, Event Plan(s) & Outlines, Creative, Deliverables, and Reporting	\$
D. Production of Virtual Events	\$
TOTAL COST	\$

Travel Expenses:

The Lottery will not pay any travel expenses, to include but limited to mileage, meals, and incidentals. The only exception is overnight lodging for Contractor employees traveling over 90 miles or with written approval from the Lottery. All lodging expenses shall be in accordance with the Lottery travel policy and procedures. Only actual fees shall be billed and must be supported by back-up documentation (e.g. hotel receipts). Lodging expenses are to be billed separately as a pass through cost.