

Commonwealth of Virginia



Request for Sealed Proposals

Title: Travel Management Services

Due Date: September 11, 2026

Contact Information:

Kita Ashurst
Strategic Sourcing Specialist
Kashurst@valottery.com 804-692-7646

Request for Proposals (RFP)PR13393KA

RFP Issue DateAugust 11, 2026

Proposal Due Date and Time:.....September 11, 2026; 1:00 pm EST

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

Complete Legal Name of Offeror's Firm: _____

Contents

I.	PURPOSE:	4
II.	BACKGROUND:	4
III.	STATEMENT OF NEEDS:	4
IV.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:	7
A.	GENERAL REQUIREMENTS:	7
V.	SPECIFIC PROPOSAL REQUIREMENTS:	10
VI.	EVALUATION AND AWARD CRITERIA:	14
A.	EVALUATION CRITERIA:	14
B.	AWARD OF CONTRACT:	14
VII.	SPECIAL TERMS AND CONDITIONS:	15
A.	ADVERTISING:	15
B.	NOTICE OF MATERIAL LEGAL DISPUTE:	15
C.	AUDIT	15
D.	PROPOSAL ACCEPTANCE PERIOD:	15
E.	CANCELLATION OF CONTRACT:	15
F.	CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:	16
G.	CONTINUITY OF SERVICES:	16
H.	DISCOUNTS, PROMPT PAYMENT:	16
I.	IDENTIFICATION AND DELIVERY OF PROPOSAL:	17
J.	INDEMNIFICATION:	17
K.	LIMITATION OF LIABILITY:	19
L.	PERFORMANCE, CONTRACTOR:	19
M.	PRIME CONTRACTOR RESPONSIBILITIES:	21
N.	SMALL, WOMEN- AND MINORITY-OWNED (SWAM-OWNED) BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:	21
O.	SUBCONTRACTS:	21
VIII.	GENERAL TERMS AND CONDITIONS:	22
A.	ANTI-DISCRIMINATION:	22
B.	ADDENDA:	22
C.	ANNOUNCEMENT OF AWARD:	23
D.	ANTITRUST:	23
E.	APPLICABLE LAWS AND COURTS:	23

F.	ASSIGNMENT OF CONTRACT:	23
G.	AVAILABILITY OF FUNDS:	23
H.	PROPOSAL PRICE CURRENCY:	23
I.	CHANGES TO THE CONTRACT:	23
J.	CLARIFICATION OF TERMS:	24
K.	DEBARMENT STATUS:	25
L.	DEFAULT:	25
M.	DRUG-FREE WORKPLACE:	25
N.	ETHICS IN PUBLIC CONTRACTING:	25
O.	IMMIGRATION REFORM AND CONTROL ACT OF 1986:	25
P.	INFORMATION SECURITY REVIEW:	26
Q.	INSURANCE:	26
R.	NONDISCRIMINATION OF CONTRACTOR:	27
S.	PAYMENT:	27
T.	RENEGOTIATION OF CONTRACT	29
U.	RENEWAL OF CONTRACT:	29
V.	PERSONNEL SECURITY CLEARANCES:	29
W.	PRECEDENCE OF TERMS:	30
X.	QUALIFICATION OF OFFEROR:	30
Y.	TAXES:	30
Z.	TESTING AND INSPECTION:	30
AA.	TRANSPORTATION AND PACKAGING:	30
BB.	USE OF BRAND NAMES:	31
IX.	METHOD OF PAYMENT AND INVOICING:	31
X.	DISCOUNT FOR PROMPT PAYMENT:	31
XI.	PRICING:	32
XII.	ADDENDA:	32
XIII.	SIGNATURE AND OFFEROR PROFILE SHEET:	33
XIV.	OFFEROR'S CHECKLIST:	34

I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified and experienced travel agencies to provide comprehensive travel planning, booking, and management services for prize winners participating in Virginia Lottery promotional campaigns. These services shall include the coordination of travel arrangements and VIP experiences for both domestic and international travel.

II. BACKGROUND:

The Virginia Lottery (Lottery), an independent agency of the Commonwealth of Virginia, conducts marketing and promotional campaigns that include VIP travel experiences as prizes for winners. These experiences may involve domestic or international travel and are intended to provide high-quality, memorable experiences.

Prize winners will generally have approximately thirty (30) days from the date of notification to coordinate and book their travel arrangements. However, winners may take their trip at any time within one (1) year from the date of award. Once travel arrangements have been finalized, winners shall be responsible for any fees or costs associated with changes to confirmed travel itineraries.

The Lottery anticipates awarding and coordinating approximately fifteen (15) trips during the initial year of the Contract; however, this volume is an estimate only and is not guaranteed.

III. STATEMENT OF NEEDS:

The Offeror shall provide full-service travel management and VIP experience coordination services, including, but not limited to, the following:

A. General Capabilities

1. Offeror shall have the ability to plan, coordinate, and execute customized travel itineraries and VIP experiences for prize winners.
2. Offeror shall have the ability to manage all aspects of travel logistics, including supplier coordination, customer service, and itinerary execution.

B. Travel and Experience Services

The Offeror shall be able to arrange and manage the following:

1. Round-trip airfare
2. Travel originating from the airport closest to the winner's residence.
3. Upscale hotel accommodations
4. Private round-trip ground transportation:
 - a. Between the winner's residence and the departure airport
 - b. Between the destination airport and hotel accommodations
5. Curated VIP experiences, which may include, but are not limited to:
 - a. Guided city tours
 - b. Dinner cruises
 - c. Restaurant reservations

- d. Spa services
 - e. Tours
 - f. Concerts or other entertainment events
6. Offeror shall be able to manage the travel arrangements for both small and large groups, traveling together.
 7. Offeror shall have the ability to serve as the contracting entity and enter into agreements with third-party providers offering unique travel, entertainment, hospitality, or experiential services that are not otherwise available through Offeror's standard travel offerings. If Offeror is unable to successfully negotiate or execute an agreement with the requested third-party provider on commercially reasonable terms, Offeror shall identify and present alternative options that provide a similar experience for the Lottery's consideration.

C. Itinerary Development

1. The Offeror shall provide a proposed itinerary within three (3) business days after receiving a request from the Lottery, provided the Lottery has supplied all required information.
2. The Offeror shall have the ability to identify, source, develop, and present unique travel and experiential prize package opportunities.
3. The Offeror shall proactively recommend innovative and exclusive VIP travel, entertainment, hospitality, and other experiential prize concepts for the Lottery's consideration and shall provide creative development support to customize such offerings to meet the Lottery's promotional objectives.

D. Customer Service and Support

1. The Offeror shall identify, communicate, and manage travel-related risks associated with each trip, including cancellations, delays, rebooking needs, traveler emergencies, supplier-imposed changes, accessibility needs, international travel requirements and provide support twenty-four (24) hours per day, seven (7) days per week.
2. Offeror shall respond to customer inquiries and service issues within one (1) hour.
3. Offeror shall communicate via telephone or email, as appropriate, based on the nature and urgency of the issue.
4. The Offeror shall assist the Lottery and prize winners with resolving travel issues before and during travel and shall clearly communicate any costs, deadlines, restrictions, or traveler responsibilities associated with such issues:
 - a. Cancellations and Rebooking:
Contractor shall describe its process for handling cancellations, rebooking, schedule changes, travel interruptions, or supplier-initiated changes, including how the Lottery and travelers will be notified and how any additional costs will be handled.
 - b. Traveler Emergencies:

Contractor shall provide emergency support for travelers during travel, including assistance with missed flights, hotel issues, transportation delays, lost travel documents, medical emergencies, or other urgent travel-related issues.

c. Passport, Visa, and International Travel Requirements:

For international travel, Contractor shall advise the Lottery and travelers of known passport, visa, immunization, entry, or related travel documentation requirements. Final responsibility for obtaining required travel documents shall remain with the traveler unless otherwise agreed to in writing.

d. Currency, Taxes, and Fees:

Contractor shall identify all known taxes, resort fees, baggage fees, gratuities, supplier-imposed fees, international fees, currency exchange assumptions, and other charges included or excluded from the proposed price.

e. Accessibility and Accommodations:

Contractor shall assist with reasonable travel-related accessibility or accommodation requests identified by the Lottery or traveler, including accessible transportation, lodging, seating, or activity arrangements, when available.

f. Traveler-Requested Changes:

Once travel arrangements are confirmed, prize winners shall be responsible for costs associated with changes requested by the winner or guest, unless the Lottery determines otherwise in writing.

E. Travel Insurance

Provide travel insurance options for each trip, with coverage details clearly communicated to the Lottery and the prize winner.

F. Experience and Qualifications

1. Offerors must have a minimum of two (2) years of experience providing comparable travel planning and VIP experience services.
2. Offeror must demonstrate experience supporting similar programs involving incentive travel, rewards programs, or promotional campaigns.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**A. GENERAL REQUIREMENTS:****1. RFP Response:**

- a. The cover page of this solicitation indicates that proposals will be accepted as sealed proposals. Offerors should submit proposals electronically through the eVA vendor portal. Proposals may also be hand-delivered to the Contract Officer identified on the cover page. Submission in both formats is not required.

Digital Submission through eVA:

To be considered for selection, Offerors must submit a complete response to this Request for Proposals (RFP). Submissions shall include the following:

- i. One (1) original electronic proposal
- ii. One (1) electronic proposal with proprietary or confidential information redacted.

All digital submissions must be submitted electronically through eVA at: www.eva.virginia.gov.

If an Offeror requires assistance submitting an electronic response, the Offeror must contact eVA Customer Care at: eVACustomerCare@dgs.virginia.gov.

Paper Copy Submission:

To be considered for selection, Offerors must submit a complete response to this Request for Proposals (RFP). Submissions shall include the following:

- i. Five (5) copies of the proposal must be submitted to the Lottery. Of the five (5) copies, one (1) copy shall have all proprietary information removed, as detailed in Section A.1(ii).
- ii. One (1) USB drive containing two electronic files: one (1) original copy of the proposal and one (1) copy of the proposal with proprietary information removed, as detailed in Section A.1(ii).

IF PROPOSAL IS MAILED: Offeror must mail the proposal to the Virginia Lottery, Attention: Kita Ashurst, 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. PR13393KA

RFP Title: Travel Management Services

If a proposal is not identified as outlined above, the Offeror assumes 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 proposals should be placed in the envelope.

IF PROPOSAL IS HAND DELIVERED (INCLUDING COURIER):

The proposal must be delivered to 600 East Main Street, Richmond, Virginia 23219. Due to increased building security, an Offeror must deliver the proposal only to the Security Guard Station located at the Main Street entrance of the Lottery Headquarters, Main Street Centre. 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 the appropriate Lottery employee for proposal receipt, and this process could take 30 minutes or longer.

- b. Late proposals will not be accepted.

- c. The Lottery does not conduct public openings.
- d. No other distribution of the proposal shall be made by the Offeror.
- e. Offeror is requested to respond to each section/subsection in the order in which it appears in the Request for Proposals (RFP).
- f. Offerors shall also submit any additional information required within this solicitation or as requested by the Lottery for evaluation purposes.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror.
- b. Failure to submit all requested information may result in the Evaluation Team assigning a lower evaluation score to the proposal.
- c. An explanation describing how the Offeror will accomplish each requirement must be included in the proposal. The phrase “fully comply” without an explanation is unacceptable. If a requirement is not provided, state “Not Provided.” Proposals that are substantially incomplete or lack key information may be rejected by the Lottery.

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 a distinct method, such as highlighting or underlining, and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation to the Evaluation Team. This

presentation provides an opportunity for the Offeror to clarify or elaborate on the proposal.

4. Proposal Timeline:

All questions must be submitted in writing. No questions will be answered by telephone.

RFP Released	8/11/2026
First Round of Questions Due	8/19/2026
Estimated Date of 1st Addendum Issued to Answer Questions* (First Round)	8/24/2026
Second Round of Questions Due	9/2/2026
Estimated Date of 2 nd Addendum Issued to Answer Questions* (Second Round)	9/8/2026
RFP Due Date	9/11/2026
Tentative Award	11/12/2026

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

The Lottery does not guarantee a response to any questions received after September 2, 2026.

Single Point of Contact

Submit all inquiries concerning this RFP in writing via email with the subject line: “Questions on RFP #PR13393KA.”

SPOC: Kita Ashurst

Email: Kashurst@valottery.com

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

V. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals shall be as thorough and detailed as possible so that the Lottery may evaluate the Offeror’s capability 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 their proposal content by the sections requested below:

Section 1: Signed Cover Page, Addenda, and/or Exceptions to Terms and Conditions:

This section includes information required by the Lottery regarding the Offeror’s business information and RFP requirements not related to the scope of work or pricing. This section also allows the Offeror to designate any proprietary information in the proposal. **Please note that marking the entire proposal**

and/or the pricing submitted within the proposal as proprietary will not be accepted by the Lottery and may result in proposal rejection. This section must include, at a minimum, the following information:

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

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 requested exemption or modification. **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: Capability and Methodology

1. Offeror shall provide a general description of the firm including its primary source of business, years of experience performing similar services, certifications, and any other pertinent information in order to demonstrate its capability to successfully plan and execute VIP experiences.
2. Offeror shall provide details of the process used to plan itineraries and develop VIP experiences as required in Section III, Statement of Needs, A and C. Offeror shall provide specifics on how it is able to provide benefits to the Lottery, including, but not limited to,

potential cost savings, exclusive events, and itinerary recommendations.

3. Offeror shall describe its ability to provide and book a wide range of services as described in Section III, Statement of Needs, B.
4. Offeror shall provide details of all customer service-related aspects as required in Section III, Statement of Needs, D. These aspects may include, but are not limited to, how winners will contact the company if needed, escalation procedures, notification of issues to the Lottery, and other relevant support processes. Offeror shall also describe its emergency service and how it will assist winners if issues arise while traveling.
5. Offeror shall describe its ability to provide travel insurance as required in Section III, Statement of Needs, E.

Section 3: Past Performance Case Studies

The Offeror shall provide two (2) examples of past performance where similar work was performed. These case studies shall include the customer, the scope of the project, and any other details the Offeror deems important.

Section 4: Sample Trips

Offerors shall prepare two (2) sample trip proposals for evaluation. The first sample trip shall be to Las Vegas, Nevada. The second sample trip shall be for Athens, Greece.

1. Offeror shall design a trip to Las Vegas, Nevada, for a winner plus one guest. Offeror shall provide a (5) five day and (4) four night trip with accommodations at a four-star hotel on South Las Vegas Boulevard. For this scenario, the winner will depart from Richmond International Airport in Richmond, Virginia. Responses should clearly explain the proposed travel package and include a detailed cost breakdown for each service provided.

The response must include the following:

- a. Five (5) days and four (4) nights included in the trip.
- b. Air transportation from Richmond International Airport
- c. Ground transportation (to/from airport)
- d. Activities (assume the winner enjoys dinner and city tours)
- e. Accommodations at a four-star hotel

- f. Meals (identify the meals included and describe the restaurants provided)
 - g. A breakout of the cost for each service provided. For this scenario, Offerors shall assume a trip to Las Vegas in 2026, with a total budget of **\$6,500.00**.
- 2. Offeror shall design an international trip to Athens, Greece, for a group of twenty (20) travelers traveling together, consisting of ten (10) prize winners and one (1) guest per winner. Offeror shall provide ten (10) days for the trip at a four-star or higher hotel located within proximity to major cultural attractions in Athens. For this scenario, all travelers shall depart from Richmond International Airport in Richmond, Virginia, and travel together internationally. Responses should clearly explain the proposed travel package, group coordination approach, interaction with winners for logistics (i.e. obtaining passports, visas, required immunizations etc.) and include a detailed cost breakdown for each service provided.

The response must include the following:

- a. Ten (10) days included in the trip.
- b. International air transportation for twenty (20) travelers, including any recommended group booking approach.
- c. Ground transportation to and from the departure airport and between the destination airport, hotel, and scheduled activities.
- d. Group check-in, seating coordination, baggage coordination, and traveler communication plan.
- e. Accommodations, including the ten (10) luxury hotel rooms for the group.
- f. Activities and excursions that are appropriate for a group traveling together internationally, such as guided cultural tours, museum visits, dining experiences, or other VIP experiences.
- g. Meals, including the number of meals included and a description of the restaurants or dining experiences provided.
- h. A breakout of the cost for each service provided.

For this scenario, Offerors shall assume a trip to Athens, Greece in 2026, with a total budget of **\$100,000.00**. The proposed package shall be priced in U.S. dollars and shall identify any assumptions related to exchange rates, taxes, international fees, gratuities, baggage fees, passport or visa-related coordination, and traveler changes.

Section 5: SWaM

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

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

VI. EVALUATION AND AWARD CRITERIA:**A. EVALUATION CRITERIA:**

The Virginia Lottery seeks to sign a contract for the goods and/or services described herein with the responding Offeror that submits the best proposal, as modified through negotiations. Written proposals and any subsequent negotiated offers will be evaluated by the Virginia Lottery based on the following criteria:

1. Capability and Methodology
2. Past Performance Case Studies
3. Sample Trips
4. Price
5. SWaM

B. AWARD OF CONTRACT:

Evaluation Criteria	Scoring Points Available
Capability and Methodology	30
Past Performance Case Studies	20
Sample Trips	20
Price	20
SWaM	10
Total Points Available	100

The Lottery reserves the right to make multiple awards as a result of this solicitation, as deemed in its best interest. Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified based on the evaluation factors stated herein. Negotiations may be conducted with the Offerors selected. After negotiations have been

conducted with each selected Offeror, the Virginia Lottery may select the Offeror or Offerors that, in its opinion, has made the best proposal and awarded the Contract to that Offeror or those Offerors. The Virginia Lottery may cancel this RFP or reject proposals at any time prior to award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. It is the intent of the Lottery to award multiple contracts. However, should it be determined in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror.

VII. SPECIAL TERMS AND CONDITIONS:

A. ADVERTISING:

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

B. 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.

C. AUDIT

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

D. PROPOSAL ACCEPTANCE PERIOD:

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

E. 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 by providing sixty (60) days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

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

G. 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.
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.
4. 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.
5. 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.

H. 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.

I. 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** to the Lottery Headquarters, (address above). **However, the Security Guard is not responsible for identifying the date and time a proposal is received; only a Virginia Lottery employee can make that determination.** The Security Guard will contact an appropriate Lottery employee for proposal receipt; this process could take 30 minutes or more. **It is strongly recommended to make an appointment with the Procurement Office to schedule a hand delivered proposal.**

Late proposals will not be accepted.

Note: The Lottery does not conduct public openings.

J. INDEMNIFICATION:

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

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

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

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

and at commercially reasonable rates, then the Contractor shall accept the return of the infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, or any component thereof, along with any other components rendered unusable by the Lottery as a result of the infringing component, and refund the price paid to the Contractor for such components.

K. LIMITATION OF LIABILITY:

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

NONPROFIT SHELTERED WORKSHOPS & NONPROFIT ORGANIZATIONS:

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

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

L. PERFORMANCE, CONTRACTOR:

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

i. **Contractor Complaint Form:**

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

- ii. Default:
If the Contractor is non-responsive to the complaint form or does not satisfy the corrective action plan submitted in the complaint form or provides an unsatisfactory corrective plan as determined by the Lottery, the Contractor may, at the Lottery's discretion, be placed in default and notified via Contractor Complaint Form.
- iii. 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**.
- iv. Re-procurement of Goods and Services:
In addition to a contractor's ineligibility for award of programs over \$5,000, the Lottery may procure the goods and/or services from other sources and hold the Contractor responsible for the price difference of the original contract amount and the amount of the new contract. The Lottery will follow competitive principles as outline herein for the re-procurement.

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

Number of Complaints:

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

even though a satisfactory resolution to all complaints occurred.

M. PRIME CONTRACTOR RESPONSIBILITIES:

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

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

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

Will there be any subcontracting to SWAM Business for the performance of this contract?	☐ Yes ☐ No
If so, please provide the SWAM Business Name and DMBE certification Number:	

O. SUBCONTRACTS:

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

VIII. GENERAL TERMS AND CONDITIONS:

A. ANTI-DISCRIMINATION:

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

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

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

- i. 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.
- ii. 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.
- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

B. ADDENDA:

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

C. ANNOUNCEMENT OF AWARD:

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

D. ANTITRUST:

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

E. APPLICABLE LAWS AND COURTS:

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

F. ASSIGNMENT OF CONTRACT:

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

G. AVAILABILITY OF FUNDS:

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

H. PROPOSAL PRICE CURRENCY:

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

I. CHANGES TO THE CONTRACT:

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

- iv. 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.

- v. 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 dispute's provisions of the Lottery's Purchasing Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Lottery or with the performance of the Contract generally.

J. CLARIFICATION OF TERMS:

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

K. DEBARMENT STATUS:

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

L. DEFAULT:

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

M. DRUG-FREE WORKPLACE:

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

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

N. ETHICS IN PUBLIC CONTRACTING:

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

O. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written Contract with the Lottery, the Contractor

certifies that they so not and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

P. INFORMATION SECURITY REVIEW:

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

Q. INSURANCE:

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverage at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

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

R. NONDISCRIMINATION OF CONTRACTOR:

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

S. PAYMENT:

To Prime Contractor:

- a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the Lottery Contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days

after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice is 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.

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.

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

T. 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.

U. RENEWAL OF CONTRACT:

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

V. PERSONNEL SECURITY CLEARANCES:

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

No person who has been convicted of a felony, bookmaking or other form of illegal gambling, or of a crime involving moral turpitude, shall

be employed on Contracts with vendors described in this section.

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

W. PRECEDENCE OF TERMS:

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

X. 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.

Y. TAXES:

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

Z. 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.

AA. 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.

BB. USE OF BRAND NAMES:

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

IX. METHOD OF PAYMENT AND INVOICING:

Invoices shall be rendered directly to:

Virginia Lottery

Attention: Accounts Payable

600 East Main Street

Richmond, VA 23219

Invoice must contain the following information:

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

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

X. DISCOUNT FOR PROMPT PAYMENT:

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

XI. PRICING:

THE LOTTERY HAS DEVELOPED TWO (2) REALISTIC SAMPLE TRIPS THAT OFFERORS SHALL PROVIDE PRICING FOR. EACH PRICE SHOULD BE AT COST WITH AN OVERALL ADMINISTRATIVE FEE BROKEN OUT SEPARATELY.

Administrative Fee

Offerors shall provide an administrative fee that will be added to the total of each trip. As stated above, Offerors are expected to provide the cost of the activities without any internal fees. The administrative fee shall cover the costs of the bookings.

Administrative Fee: _____% (Percentage)

Price Summary Las Vegas

Trip Cost	Administrative Fee (Fee Percent X Trip Cost)	Total Cost (Trip Cost + Administrative Fee)
\$	\$	\$

Price Summary Athens, Greece

Trip Cost	Administrative Fee (Fee Percent X Trip Cost)	Total Cost (Trip Cost + Administrative Fee)
\$	\$	\$

**Please note that this trip is being used as a sample trip and in order to make a fair and comparable price evaluation.

**Total cost will be used for evaluation purposes.

XII. ADDENDA:

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

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

XIII. SIGNATURE AND OFFEROR PROFILE SHEET:

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

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

In compliance with this Request for Proposal #13393KA 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 Minority Business Enterprises as a (check all that apply)	
☐ Small Business ☐ Minority-Owned Business ☐ Woman-Owned Business	
Certification Number: Expiration Date:	
Definitions and information on how to become certified may be obtained at www.dmbv.virginia.gov	

Contact person regarding this Proposal	
Check here to use above contact ☐ or provide name below:	
Name:	
Email	Phone

XIV. OFFEROR'S 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.

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