

Commonwealth of Virginia



Request for Sealed Proposals

Title: Experiential Marketing Support

Due Date: July 23, 2021

Contact Information:

Michael Gerdes, CPPB
Procurement Manager
mgerdes@valottery.com, 804-692-7644

Request for Proposals (RFP) #: 5977MG

RFP Issue Date: June 16, 2021

Contract Term: 2 Years Plus 3 Renewals

Proposal Due Date and Time: July 23, 2021; 3:00 PM EST

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

Complete Legal Name of Offeror's Firm: _____

I.	PURPOSE:.....	4
II.	BACKGROUND:	4
III.	STATEMENT OF NEEDS:.....	4
IV.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:.....	11
	A. GENERAL REQUIREMENTS:.....	11
	B. SPECIFIC PROPOSAL REQUIREMENTS:.....	13
V.	SPECIAL TERMS AND CONDITIONS:CLICK HERE TO ENTER TEXT.....	17
	A. ADVERTISING:	17
	B. AUDIT:.....	17
	C. PROPOSAL ACCEPTANCE PERIOD:	17
	D. CANCELLATION OF CONTRACT:	18
	E. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:	18
	F. CONTINUITY OF SERVICES:	18
	G. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:.....	19
	H. DISCOUNTS, PROMPT PAYMENT:.....	19
	I. DISCOUNTS, SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:.....	19
	J. FINAL INSPECTION:	19
	K. IDENTIFICATION AND DELIVERY OF PROPOSAL:.....	19
	L. INDEMNIFICATION:	20
	M. INSTALLATION:.....	21
	N. LIMITATION OF LIABILITY:	21
	O. NONPROFIT SHELTERED WORKSHOPS & NONPROFIT ORGANIZATIONS:	22
	P. NOTICE OF MATERIAL LEGAL DISPUTE:.....	22
	Q. PERFORMANCE, CONTRACTOR:	22
	R. PREPROPOSAL CONFERENCE - OPTIONAL:	23
	S. PRIME CONTRACTOR RESPONSIBILITIES:.....	24
	T. PROCUREMENT GUIDELINES & PROCEDURES.....	24
	U. QUANTITIES:.....	25
	V. REFERENCES:.....	25
	W. RENEGOTIATION OF CONTRACT.....	26
	X. RENEWAL OF CONTRACT:.....	26
	Y. SECURITY CLEARANCE – VIRGINIA LOTTERY:.....	26
	Z. SUBCONTRACTS:	26
VI.	GENERAL TERMS AND CONDITIONS:	26
	A. ANTI-DISCRIMINATION:.....	26

B.	ADDENDA:	27
C.	ANNOUNCEMENT OF AWARD:	27
D.	ANTITRUST:	27
E.	APPLICABLE LAWS AND COURTS:	27
F.	ASSIGNMENT OF CONTRACT:	28
G.	AVAILABILITY OF FUNDS:	28
H.	PROPOSAL PRICE CURRENCY:	28
I.	CHANGES TO THE CONTRACT:	28
J.	CLARIFICATION OF TERMS:	29
K.	DEBARMENT STATUS:	29
L.	DEFAULT:	29
M.	DRUG-FREE WORKPLACE:	29
N.	ETHICS IN PUBLIC CONTRACTING:	30
O.	IMMIGRATION REFORM AND CONTROL ACT OF 1986:	30
P.	INFORMATION SECURITY REVIEW:	30
Q.	INSURANCE:	30
R.	NONDISCRIMINATION OF CONTRACTOR:	31
S.	PAYMENT:	31
T.	PERSONNEL SECURITY CLEARANCES:	32
U.	PRECEDENCE OF TERMS:	33
V.	QUALIFICATION OF OFFEROR:	33
W.	TAXES:	33
X.	TESTING AND INSPECTION:	33
Y.	TRANSPORTATION AND PACKAGING:	33
Z.	USE OF BRAND NAMES:	33
VII.	METHOD OF PAYMENT AND INVOICING:	34
VIII.	PRICING:	34
IX.	ADDENDA:	37
X.	SIGNATURE AND OFFEROR PROFILE SHEET:	38
XI.	OFFERORS CHECKLIST:	39
	ATTACHMENT A: LOTTERY BRAND STANDARDS	
	ATTACHMENT B: VIRGINIA LOTTERY EVENTS ASSETS SAMPLING	
	ATTACHMENT C: SAMPLE MARKETING EVENT SCHEDULE	
	ATTACHMENT D: SAMPLE VIRTUAL EVENT SCHEDULE	

I. 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 two-year term and three one-year renewal options.

II. BACKGROUND:

The Lottery sponsors and activates at a wide variety of events across the state of Virginia. You might find the Lottery at music, food, culture, and craft beer festivals, or college stadiums and arenas on game day. You might also find the Lottery at entertainment retail destinations to build awareness and promote trial of new products and business initiatives. More recently, we have incorporated virtual events into our repertoire. 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 player. We strive to deliver an incredible experience in support of our 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 college athletics, game-specific support, and selling and non-selling events.

Examples of previous events:

[VCU Game Sponsorship Trivia IGTV - December 2020](#)

[Friday Funday Facebook Live State Fair Edition - October 2020](#)

[Friday Funday Facebook Live Education Edition - August 2020](#)

[Keno How-to IGTV - August 2020](#)

[Crystal City Sports Pub Takeover for MobilePlay - November 2019](#)

[VT On-field Spin for Cash IGTV - October 2018](#)

[VA Craft Brew Festival - September 2017](#)

The Lottery is seeking a qualified and experienced team of talent to deliver unique, fun and engaging experiences at Live and Virtual events in Virginia. The Lottery is known to execute as many as 200 live event days over the course of one (1) year. During the pandemic, we’ve delivered Virtual engagement at least twice a month to stay connected with our players. In the Live environment, 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. Some events we sell our games, and some we do not.

III. 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.

A. Offeror Responsibilities for Experiential Strategies and Annual Event Plan

1. Use existing Lottery, industry, and internal research to assist with providing strategic direction on bringing the Lottery brand to life through Experiential Marketing. **The Lottery brand may evolve over the term of the RFP's resulting Contract.**
2. Develop strategic plans to include cross-channel and promotion integration opportunities that build brand awareness and help consumers experience the Lottery brand.
3. Provide professional guidance based on proven results in consumer engagement, events, and event-to-consumer segment fit.
 - i. 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.
 - ii. Identify and provide recommendations on opportunities to connect with consumers beyond the Lottery's immediate footprint or current virtual reach.
4. 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 event opportunities based on business initiatives and details events and sponsorships along with investment levels to provide a budget.

B. Offeror's Responsibilities for Creative Development

1. Concept and develop creative for Live and Virtual events including but not limited to a new or improved footprint, booth/tent space design, on-site signage, social media imagery related to events, personae integration, engagement tools, premiums, and any additional creative job duties required by the Lottery.
2. Concept and create social media event page(s) and/or announcement(s) for Lottery owned events.

C. Offeror's Responsibilities for Virtual Events

Offeror shall have the ability to assist with hosting virtual events for two (2) different target audiences. The Lottery Events team focuses on events to drive awareness and customer experience for Lottery customers. There may be times where the Lottery's Public Affairs and Community Relations Department requires Virtual event support as well. These events focus more on supporting public school K-12 educators and administrators. See below for responsibilities:

1. Assist with the production of virtual events as required by the Lottery in writing. Some virtual events may require additional creative work to concept and create the virtual event. Other virtual events may only require event production support. Please see below virtual event requirements:

- Non-Creative Virtual Events: These virtual events include creative file support, content management, event production, digital platform management, and reporting of relevant data as defined by the Lottery.
 - Creative Virtual Events: These virtual events include all “Non-Creative Virtual Event” services plus additional services including target audience analysis, insight development, strategy, and creative ideation. Lottery will approve all creative ideas prior to implementation.
2. Provide a digital platform to host Lottery virtual events as required by the Lottery. Additional Offeror responsibilities for digital content and data of digital platform are listed below:
- Develop content related for each virtual event in collaboration with the Lottery.
 - All digital content and intellectual products created as a result of the awarded contract is property of the Lottery.
 - Appropriately brand the virtual events as instructed by the Lottery. All content will be approved by the Lottery in writing prior to use or going live.
 - Allow the Lottery to access events to become the consumer-facing host.
 - Responsible for the content accuracy for all digital assets unless the content was provided incorrectly by the Lottery.
 - 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.
 - 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.
 - Offeror is to notify the Lottery of all imminent deadlines and repercussions associated with missed deadlines that might impair the final event product.
 - Provide all technical support to ensure digital solution remains functional throughout use.
 - Provide a Service Level Agreement (SLA) for the digital platform.
 - Provide any available data or reporting to the Lottery.

D. Offeror Responsibilities for Event Outlines

Submit an Event Outline for Lottery approval prior to working any event. The Event Outline shall, at a minimum, include the following:

1. Name and Location of Event
2. Number of Brand Ambassadors and Market Managers working event
3. Names and contact information of event staff
4. Name and number of premiums to be used
5. Footprint assets to be used

6. Timeline of event execution from prep to warehouse return
7. Estimated staffing costs to include hotel costs
8. Vehicle assignment

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.

E. Offeror Staffing Responsibilities for Lottery Events

1. 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 Lottery events.
 - i. Field staff are trained prior to performing services for Lottery Events. The Lottery will provide initial training about the Lottery brand at the Lottery Headquarters and/or virtual conferencing platform.
 - ii. 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.
 - iii. Mock events may be requested by Lottery once per year for training purposes, unless directed otherwise by the Lottery. Any changes to training curriculum must be approved by Lottery designee.
 - iv. Work closely with Lottery's Event Team and designated lead Lottery workers such as another Lottery employee or part-time Event Team employee.
 - v. Field Staff should consist of Brand Ambassadors and Market Managers at a minimum. Offerors are encouraged to propose similar or different Field Staff roles which could add additional value to the requested services.
2. Provide an optimal mix of both Brand Ambassadors and Market Managers for each Lottery event, as directed by the Lottery.
 - i. Each event should require a different mixture of staffing needs and both Brand Ambassadors and Market Managers may not be required at all events.
 - ii. Brand Ambassadors and Market Managers are at least 18 years of age, hold a high school diploma (or equivalency), and able to lift 25 (twenty-five) pounds.
 - iii. Offeror's staff must collaborate with the Lottery to ensure event footprint is setup and taken down in accordance with Lottery requirements.
 - iv. Offeror is responsible for loading either Lottery or Offeror-provided vehicles with predetermined quantity of specific promotional items and/or premium items, from the Lottery's Richmond warehouse or other designated Lottery or Lottery-partner facility in VA, and transporting to event. At the end of an event, Offeror is responsible for reloading and returning to the Lottery's Richmond warehouse or other designated

- Lottery or Lottery-partner facility in VA, and remaining promotional items and/or premium items.
- v. Offeror is responsible for setting up/taking down event elements, including but not limited to tents, tent lights, generators, chairs, tables, and games.
 - vi. Offeror's staff is responsible for laying and dismantling temporary event flooring.
 - vii. Offeror's staff is responsible for assembling and disassembling signage, banners, flags, etc.
 - viii. Offeror's staff is responsible for setting up and breaking down counters for Lottery terminals which allow ticket sales at events.
 - ix. Offeror's staff is responsible for towing, including hitching, the Lottery's selling trailers.
3. Market Managers:
- i. 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. Market Managers encompass the Lottery's brand when they engage event attendees, provide product and/or promotion information, play games, set-up and distribute premium giveaways, along with Lottery products, coupons and gift cards, and capture content for social media (pictures, etc.).
 - ii. Market Managers manage Brand Ambassadors and all reporting functions.
 - iii. 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.
 - iv. 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:
- i. Brand Ambassadors encompass the Lottery's brand when they engage event attendees, provide product and/or promotion information, play games, set-up and distribute premium giveaways, along with Lottery products, coupons and gift cards (for those Brand Ambassadors with the proper background clearance).
 - ii. 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, as described in Section D. above.
 - iii. 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. Complete performance reviews for both Market Managers and Brand Ambassadors who are performing services for Lottery Events and services resulting from this RFP.

6. Lottery may use images that include Offeror employees in digital media and marketing material.
7. Reliable hotspot access should be provided by Offeror's staff at all Lottery Events.

F. Offeror Responsibilities for Warehousing and Transportation

1. Periodically receive items into a Lottery-owned warehouse located in Richmond, VA. Lottery may request Market Manager to receive stock for warehousing on an as needed basis. Receiving and warehousing will require a Forklift certified operator.
2. 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. No person is authorized by the Lottery to operate the Lottery-provided forklift unless Lottery has received a copy of certification. Forklift certification shall be provided to the Lottery within fifteen (15) calendar days after Award Notice.
3. Provide a general tracking system of premium items remaining in warehouse as well as inventory used at each Lottery event. Also, 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 notify the Lottery of current inventory levels to include used and remaining inventory on an ongoing basis.
4. Provide at least one vehicle to transport Lottery footprint elements (i.e. tents, signage, tables, tablecloths, etc.), games, and premiums to and from event locations and storage areas.
 - i. A vehicle wrapped with Lottery branding is preferred. All branding and vehicle wraps are subject to the Lottery's approval prior to use.
 - ii. Provide additional vehicles at the Lottery's request for an additional daily charge.
 - iii. Provide a system in the event of back-to-back events, where vehicle keys are exchanged securely.
5. Operate Lottery-provided vehicles to include, but not limited to, an eight (8) cylinder F250 truck with towing package. All vehicles operated on behalf of the Lottery must be operated under Federal and State Department of Transportation rules and regulations.
 - i. Offeror employee who operates the vehicle must have passed a Lottery-conducted background investigation and driving record review and abide by all Lottery rules and regulations pertaining to operating a Lottery-provided vehicle.
6. Instances where items are to be stored in vehicles (either Offeror or Lottery provided), the Offeror must develop and provide to the Lottery a security plan to ensure Lottery-owned assets are secure at all times.

7. 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.

G. Offeror Responsibilities for Production

1. 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.
2. Offeror must produce items according the Lottery's approved Brand Standards.
 - i. Responsible for content accuracy for all produced assets.
 - ii. Responsible for all production specs and details provided to production employees (or sub-contractors), unless the specs and details were provided incorrectly from the Lottery.
 - 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.
 - If items are incorrectly provided by Offeror but were delivered based on the Lottery's approved specs and details, the Offeror will not be responsible for additional charges related to reproduction.
 - iii. Develop production schedules that are mutually agreed upon and provide adequate time for both parties to review, approve, and produce needed materials.
 - 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.
 - iv. Provide cost estimates to the Lottery for approval prior to either the maintenance occurring or the design and production of new assets.
 - v. 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.
 - vi. Follow the proper procurement policies and procedures when selecting a new third-party vendor (subcontractor).

H. Offeror Reporting Responsibilities

1. 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:
 - i. Event name, type, and location
 - ii. Total number of customer interactions
 - iii. Staffing information to include contact information for all Offeror's staff working an event
 - iv. Total number of impressions to include on-site and road impressions
 - v. Cost per impression

- vi. Total number of premiums distributed
- vii. Staffing costs per event
- viii. Premium distribution cost per event
- ix. Total number of interactions and cost per interaction
- x. Event return on investment
- xi. Tickets sold (for selling events)
- xii. Promotional ticket giveaways
- xiii. Coupon giveaways
- xiv. Number of games played
- xv. Professional, high-quality photographs
- xvi. Feedback from on-site team
- xvii. Social media posts, if requested by the Lottery
- xviii. 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. Provide training to the Lottery on how to access required reports.
3. 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.
4. Develop monthly reports utilizing data captured at Lottery events in collaboration with the Lottery. 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 3 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.
 - i. Monthly Report
 - ii. Quarterly Event Summary Report
 - iii. Annual Event Report
 - iv. Program Reports (ie. college athletics, Keno support, reporting based on Lottery specific programs which require Experiential Marketing etc.)
 - v. Additional Ad-Hoc Reports as requested by the Lottery

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response:
 - a. In order to be considered for selection, Offerors must submit a complete response to this RFP. Due to Covid we are requesting all responses be submitted on USB jump drives. Five (5) original USB jump drives and one (1) USB version of the complete proposal with any proprietary information removed. Proprietary information is detailed in section 2.d. below.:
 - b. No other distribution of the proposal shall be made by the Offeror.

- c. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror.
 - b. Failure to submit all information requested may result in the Evaluation Team giving a lowered evaluation score of the proposal.
 - c. An explanation describing how you will accomplish each requirement must be included in your proposal. The phrase "fully comply" without an explanation is unacceptable. If a requirement is not being provided, state "Not Provided." Proposals, which are substantially incomplete or lack key information, may be rejected by the Lottery.
 - d. Ownership of all data, materials and documentation originated and prepared for the Lottery pursuant to the RFP shall belong exclusively to the Lottery and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of §2.2-4342 of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as **highlighting or underlining** and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
 3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation to the Evaluation Team. This provides an opportunity for the Offeror to clarify or elaborate on the proposal.
 4. Proposal Timeline: All questions should be submitted in writing. No questions will be answered via telephone.

1 st Round of Questions Due	June 28, 2021
Approximate Date of 1 st Addendum Issued to Answer Questions	July 1, 2021
Optional Pre-Proposal Conference <i>See Page 23 for More Information</i>	June 28, 2021; 2:00 PM EST
2 nd Round of Questions Due	July 13, 2021
Approximate Date of 2 nd Addendum Issued to Answer Questions	July 16, 2021
RFP Due Date	July 23, 2021; 3:00 PM EST

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

5. Single Point of Contact:
Submit all inquiries concerning this RFP in writing via email, subject “Questions on RFP #5977MG” to:

SPOC: Mike Gerdes
Email: mgerdes@valottery.com

The Lottery does not guarantee a response to any questions received after July 13, 2021.

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

6. 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 Cover Page, Addenda, and/or Exceptions to T/Cs:

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

1. A fully completed and signed Signature and Offeror Profile Sheet.
2. A form which indicates the page number(s) containing proprietary information.
3. The acknowledgement of any addenda released in reference to this RFP.
4. Desired exceptions to any Special Terms and Conditions within the RFP. An Offeror's request to remove or modify a Special Term and Condition within the RFP does not guarantee the Lottery's acceptance of the Special Term and Condition exemption or any modification of a Term of Condition. ****NOTE:** The Lottery will not sign any Offeror's documents, MSAs, or any other type of agreement(s). The Lottery's General Terms and Conditions shall not be negotiated.
5. Completed SWaM table below (Please note: the Lottery only recognizes business certified by the Virginia Department of Small Business and Supplier Diversity as SWaM). Offerors may add additional lines as required:

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

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:

1. Describe in detail how as the Contractor you would provide strategic direction on bringing the Lottery brand to life through Experiential Marketing.
 - i. Describe in detail what research of yours and sources are proposed to develop Event Implementation Strategies.
 - ii. Detail your process for recommending future Live and Virtual events to attend or sponsor.
 - iii. Propose best method(s) and tools used to assist the Lottery in developing the Annual Event Plan.

2. 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.
3. 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.
 - i. 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.
 - ii. 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.
4. 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. Virginia Lottery Brand Standards are included in Attachment A: Brand Standards.

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, personae integration, 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.
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. Present examples or ideas for consumer-focused Virtual events or those your business has developed in the past 3 years. Describe how would you best assist in the production of Virtual events with the Lottery. Additionally propose a digital platform to host virtual events and provide any related Service Level Agreements (SLA) and all related service level documents and associated Terms and Conditions if any. Associated terms and conditions shall not conflict with this solicitation document and shall be included as an attachment and will not count against the page limitation.

7. 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.
8. 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.
9. Proposed Security Plan for instances where items are to be stored in vehicles (either Offeror or Lottery provided), to ensure Lottery-owned assets are always secure.
10. Describe the transport 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.
 - i. The Lottery prefers vehicle(s) to be wrapped with Lottery branding. Provide examples or draft images of possible Lottery branding to be applied to Lottery assigned vehicle(s)
 - ii. 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.
 - iii. Describe how the use of vehicle(s) will be handled in the event of two or more multi-day events in different geographical areas?
 - iv. Explain how you would manage the transition from one event to another over consecutive days

Section 5: Price:

Please refer to "VIII. Pricing." 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. Offerors must submit their pricing in their sealed proposal as required.

*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 "VIII. Pricing." **Failure to provide pricing as required and in section "VIII. 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. *

Tabbed Section 6, Small, Woman-owned, and Minority-owned Business (SWaM) Subcontracting Plan (Evaluation Criterion):

Please refer to Attachment F Small Business Subcontracting Plan. Attachment ABC must be submitted with Offerors' sealed proposals.

V. **EVALUATION AND AWARD CRITERIA:**

A. **EVALUATION CRITERIA:**

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

Evaluation Criteria	Scoring Points Available
Company Background Information	20
Experiential Strategy & Annual Event Plan	30
Operational Methodology	30
Price	10
SWaM	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 the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the Virginia Lottery may select the Offeror(s) who, in its opinion, has made the best proposal, and award the Contract to that Offeror(s). The Virginia Lottery may cancel this RFP or reject proposals at any time prior to the award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should it be determined in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror.

V. **SPECIAL TERMS AND CONDITIONS:**

A. **ADVERTISING:**

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

B. **AUDIT:**

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

C. **PROPOSAL ACCEPTANCE PERIOD:**

Any proposal in response to this solicitation shall be valid for 180 days. At the end of the 180 days the proposal may be withdrawn at the written request of the Offeror.

If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

D. 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 60 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 agreement, and will not be divulged without the individual's and the Lottery's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a Contract are required to safeguard this information and immediately notify the Lottery of any breach or suspected breach in the security of such information. Contractors shall allow the Lottery to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

F. CONTINUITY OF SERVICES:

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

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

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

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

G. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:

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

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

H. 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. DISCOUNTS, SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:

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

J. 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.

K. IDENTIFICATION AND DELIVERY OF PROPOSAL:

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

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

- Name of Offeror
- Due Date and Time

Offeror's complete address

RFP No.

RFP Title

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

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

L. INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Commonwealth, the Lottery, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of the Contractor, (ii) any act or omission of any employee, agent, or subcontractor of the Contractor, (iii) breach of any representation, warranty or covenant of the Contractor contained herein, (iv) any defect in the Contractor-provided products or services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Contractor-provided products or services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies, the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases involving the Commonwealth or state agencies, the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Contractor-provided products or

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

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

M. INSTALLATION:

All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

N. 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.

O. 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.

P. 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.

Q. PERFORMANCE, CONTRACTOR:

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

1. **Contractor Complaint Form:**

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

2. **Default:**

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

3. **Ineligible for Award:**

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

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

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

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

R. PREPROPOSAL CONFERENCE - OPTIONAL:

An optional preproposal virtual conference will be held at 2:00 PM EST on June 28, 2021. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Please email mgerdes@valottery.com no later than June 23, 2021 with the email addresses of those intending to attend and a link to the meeting will be provided. The conference will start promptly at 2:00 PM EST, late attendees will not be admitted.

Bring a copy of the solicitation with you. Any changes resulting from this

conference will be issued in a written addendum to the solicitation.

S. 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.

T. PROCUREMENT GUIDELINES & PROCEDURES

The contractor agrees to procure any necessary pass-through goods or services in conjunction with lottery procurement procedures. notwithstanding the foregoing, this section (procurement guidelines & procedures) shall not apply to the procurement of licensed intellectual property that may or may not be included in any deliverable provided to lottery. pass-through costs shall only be billed at actual costs with no additional administrative mark-up by contractor. a goods purchase shall be defined as any commodity with a tangible product being delivered at completion of the order; examples may be but are not limited to t-shirts, hats, gift cards, etc.

1. The following procedures shall be followed for the purchase of a good:
 - a) A minimum of five (5) competitive bids, including a minimum of one (1) small, women- or minority-owned (“SWaM”) businesses, are required for all purchases between \$5,001 - \$100,000.
 - b) A minimum of six (6) competitive bids, including a minimum of two (2) SWaM businesses, are required for all purchases of \$100,001 and above.
 - c) The Lottery must approve all estimates for the purchase of goods prior to actual purchase.
2. Should the Contractor purchase any services, excluding services deemed to be intellectual property, the following procedure shall be followed:
 - a) Lottery Procurement Manager shall be informed of project prior to project start.
 - b) Lottery Procurement Manager, or designee, Contractor, and Marketing designee shall discuss procurement procedures and all efforts to negotiate proposal(s) received prior to any award.
 - c) Lottery Procurement Manager, or designee, and/or Lottery General counsel shall have the opportunity to review and amend any resulting contract prior to all parties signature.
3. The SWaM owned businesses shall be selected from a list available from the Department of Small Business and Supplier Diversity (SBSD),

www.SBSD.virginia.gov, and they shall be identified as a SWaM-owned business on the list of Bidders solicited. If adequate registration in the commodity required is not available, the Contractor shall document the procurement file with the efforts made to include the appropriate number of SWaM-owned businesses. Solicitation of SWaM-owned businesses should not be construed as authorizing or directing the exclusion of non-SWaM-owned businesses; rather, the purpose is to include as many qualified businesses as possible. Any potential deviation from this practice shall require advance written approval from the Lottery's Procurement Office. Note: No vendor shall be considered a small, women- or minority-owned business enterprise unless certified as such by SBSB.

4. Any pass-through purchases, excluding purchases deemed to be intellectual property, shall include at least one bid from a Virginia based company when such goods and services can be obtained from a company within the Commonwealth.
5. Contractor shall maintain records of all competitive bids and job history with a file for each project. Upon request by the Lottery, the Contractor shall promptly make any files available for review.

U. 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.

V. REFERENCES:

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

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

Organization:	
Contact Person:	
Address:	
Telephone:	
Email:	

W. 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.

X. RENEWAL OF CONTRACT:

This Contract may be renewed by the Lottery for three successive one-year periods under the terms and conditions of the original Contract. Price changes 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.

Y. SECURITY CLEARANCE – VIRGINIA LOTTERY:

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

Z. 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.

VI. GENERAL TERMS AND CONDITIONS:

The Lottery's General Terms and Conditions shall not be negotiated.

A. ANTI-DISCRIMINATION:

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

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

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

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

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

B. ADDENDA:

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

C. ANNOUNCEMENT OF AWARD:

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

D. ANTITRUST:

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

E. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall

be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations including Virginia Lottery Law § 58.1-4000 et seq. and the Virginia Lottery Purchasing Manual.

F. ASSIGNMENT OF CONTRACT:

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

G. AVAILABILITY OF FUNDS:

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

H. PROPOSAL PRICE CURRENCY:

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

I. CHANGES TO THE CONTRACT:

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

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

By mutual agreement between the parties in writing; or

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

By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Lottery with all vouchers and records of expenses incurred and savings realized. The Lottery shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Lottery within thirty (30)

days from the date of receipt of the written order from the Lottery. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Lottery's Purchasing Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Lottery or with the performance of the Contract generally.

J. CLARIFICATION OF TERMS:

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

K. DEBARMENT STATUS:

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

L. DEFAULT:

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

M. DRUG-FREE WORKPLACE:

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

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

N. ETHICS IN PUBLIC CONTRACTING:

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

O. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

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

P. INFORMATION SECURITY REVIEW:

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

Q. INSURANCE:

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

Minimum Insurance Coverages and Limits Required for Most Contracts:

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

so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the Contract.

R. NONDISCRIMINATION OF CONTRACTOR:

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

S. PAYMENT:

1. To Prime Contractor:
 - a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the Lottery Contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
 - d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to

be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Lottery shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within 30 days of notification. The provisions of this section do not relieve the Lottery of its prompt payment obligations with respect to those charges which are not in dispute.

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

T. PERSONNEL SECURITY CLEARANCES:

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

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

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

U. PRECEDENCE OF TERMS:

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

V. QUALIFICATION OF OFFEROR:

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

W. TAXES:

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

X. TESTING AND INSPECTION:

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

Y. TRANSPORTATION AND PACKAGING:

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

Z. USE OF BRAND NAMES:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article

desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Lottery to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in a lower score of Offeror's proposal. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

VII. METHOD OF PAYMENT AND INVOICING:

Invoices 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.

VIII. 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.*

A. 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	2,000*	\$ 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.

B. 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	

C. 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.

D. 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.

IX. 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 _____

X. SIGNATURE AND OFFEROR PROFILE SHEET:

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

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

In compliance with this Request for Proposal #5977MGand subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services proposal herein.

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

XI. OFFERORS CHECKLIST:

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

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