

# Commonwealth of Virginia



## Request for Sealed Proposals

Title: Virginia Lottery 2017 Sales Conference

Due Date: December 13, 2016

### Contact Information:

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Request for Proposals (RFP) #:..... PR0000713

RFP Issue Date:.....November 17, 2016

Contract Term:..... Spot Purchase

Proposal Due Date and Time:..... December 13, 2016; 3:00 PM ET

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

Complete Legal Name of Offeror's Firm: \_\_\_\_\_

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I. **PURPOSE:**

The Virginia Lottery ("Lottery"), an independent agency of the Commonwealth of Virginia, is seeking proposals from qualified firms to establish a Contract through competitive negotiations for the Lottery's 2017 Sales Conference.

II. **STATEMENT OF NEEDS:**

Each year, the Lottery holds a conference for the Lottery sales staff to meet, exchange ideas, and receive training. For 2017, attendance at the conference is expected to be 180 people to include Lottery Sales, Marketing and Communications management and outside contractors.

- A. **Conference Dates:** The conference shall be hosted on three (3) consecutive week days, Tuesday through Friday. The conference shall begin with a half-day (Day 1), followed by a full day (Day 2), followed by a half-day (Day 3) ending at noon. The tentative dates, in the Lottery's order of preference, are:

August 8, 2017 – August 11, 2017  
August 15, 2017 – August 18, 2017  
August 22, 2017 – August 25, 2017  
July 18, 2017 – July 21, 2017

**Note:** Upon evaluation, the Lottery will select the date(s) that best coincides with the Lottery's schedule.

- B. **Conference Facility:** Offeror shall have the ability to provide a facility that is located **within a 150-mile radius** of the Lottery's downtown Richmond Headquarters location at 900 East Main Street, Richmond, VA 23219. The facility is to be reasonably free from outside distractions, have operative room ventilation, and adequate interior and exterior lighting. In an effort to increase participation, the Lottery encourages conference facilities and hotels to partner and/or subcontract to meet proposal requirements. Conference facilities and lodging quarters shall be within a brief, safe walking distance to each other.
- C. **Lodging:** For hosting the sales conference, an Offeror shall have the ability to provide an estimated minimum of 120 to 150 single sleeping rooms for two (2) nights. Some attendees will check-in the night prior to the start of the conference. Most attendees will check-in on Day 1 and check-out on Day 3 at approximately 1:15 PM. All sleeping rooms shall be charged at the state government rate or less. **The Offeror shall only charge the Lottery for rooms that are occupied.** The quantity of 120 to 150 is an estimate only and Offeror shall only invoice under any resulting Contract the actual rooms utilized by the Lottery. Within one (1) week of conference, the Lottery will supply final counts to the Offeror.

Offeror shall also address whether they have the capability to set aside lodging rooms for Lottery business partners that also attend the conference, but pay for their own lodging. These rooms would be in addition to the estimated number of sleeping rooms required by the Lottery.

- D. Meeting Rooms: Offeror shall have the ability to provide various room sizes and seating arrangements to allow for full and partial group meetings and meals.

Offeror shall have the ability to provide room set-up of tables, chairs, and speaker podiums in accordance with the Lottery's specific requirements. Each table should be equipped with drape, ice water, glasses, and hard candy, replenished during the day by the Contractor. Trash should be removed at the end of each day.

Rooms needed include:

1. Main Meeting Room: shall comfortably seat 180 people (approximately 3500-4000 square feet) set up classroom style
  3. Dining Area(s): shall comfortably seat 180 people in the Offeror's suggested configuration of tables; must be separate from the meeting room
  4. Breakout Session Rooms: a minimum of four (4) and a maximum of seven (7) rooms per day that shall each comfortably seat 60 people (approximately 1000 square feet) and be available at all times, set up classroom style
  5. Secured Room: a small, secured room near the main meeting room to store Lottery-owned materials. This room shall remain locked and only accessible by appointed Lottery personnel.
- E. Audio-Visual Equipment: Offeror should have the ability to provide a large format computer display capability (projection, large flat screen television, etc.), screen, sound and wireless microphone for the main meeting rooms and dining areas. In addition, smaller format computer display capability, screen, sound and wireless microphone in each of the breakout rooms will be needed. As needed, Offeror shall have the ability to perform the installation, ensure the equipment is working each day, and shall be readily available to repair/replace the equipment, if needed. If the Offeror cannot provide the equipment, the Lottery reserves the rights to either bring Lottery-owned equipment or contract with a third party to provide the equipment and service.
- F. Parking: Offeror shall have the ability to furnish parking for all Lottery employees (overnight and daily attendees).
- G. Meal Requirements: Offeror shall have the ability to provide the meals listed in the chart below. Meals/banquet is subject to change as conference planning progresses (e.g. night of banquet, buffet contents, break contents, etc.).

Sales Conference		
Day 1, ½ day	180 people	Lunch
	180 people	Afternoon Break Dinner (banquet)*
Day 2, full day	180 people	Full Breakfast Buffet Morning Break Lunch
	180 people	Afternoon Break Dinner (banquet)*
Day 3, ½ day	180 people	Full Breakfast Buffet Morning Break

\*Tentatively, on the first or second night of the conference, there will be a dinner banquet to include a cash bar, bartender(s) and cashier(s).

If the Offeror cannot provide meals, the Lottery reserves the right to contract with a third party to provide the meals/equipment/service. No extra charges will be allowed.

- H. Venue-provided Transportation: Offeror shall describe any shuttle or courtesy van availability for venue guests. Include hours of operation, radius of service and guest capacity.
- I. Estimated Timeline:

Procurement Process	Estimated Completion Dates
Questions due	November 28, 2016
Addendum issued (if necessary)	No later than November 30, 2016
RFP Due Date	December 13, 2016
Facility Tours (if necessary)	Month of January, 2017
Negotiations	Month of February, 2017
Estimated Contract Award	Month of March, 2017
Conference Date	Either July or August, 2017

### III. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

#### A. **GENERAL REQUIREMENTS:**

1. RFP Response:
  - a. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to the Lottery. Each hardcopy proposal must also contain the following:

- (1) An electronic version of the complete proposal on a USB, and

- (2) An electronic version of the complete proposal with any proprietary information removed. Proprietary information is detailed in section 2.d. below.
  - b. No other distribution of the proposal shall be made by the Offeror.
  - c. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.
2. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the Offeror.
  - b. Failure to submit all information requested may result in the Evaluation Team giving a lowered evaluation score of the proposal.
  - c. An explanation describing how 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. Facility Tour:

Offerors who submit a proposal in response to this RFP may be required to give a tour of the facility to be used to the Evaluation Team. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Lottery will schedule the time of

these tours. Tours are an option of the Lottery and may or may not be conducted.

**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:

1. Offeror shall include a cover sheet that indicates the page number(s) containing proprietary information.
2. Offeror shall return the entire RFP package including addenda, if any, signed and filled out as required.
3. Offeror shall provide details of which requested dates are available as requested in *Section II. Statement of Needs, A.*
4. Offeror shall provide a detailed written narrative that describes the Offeror's facility, the services proposed and the manner in which the services will be provided as requested in *Section II. Statement of Needs, B, C, D, E, F, G and H.* The narrative should specifically address the following:
  - Map/layout of facility
  - Sleeping room description including floor plans, room amenities and features, photographs
  - Description, capacity and configuration of meeting and dining areas (include square footage)
  - Provisions for early and late access to facilities
  - Security measures in place for large meetings
  - Audio-visual equipment offering
  - Availability of parking
  - Registration, including check-in/check-out times
  - Provide menus for breakfast, lunch, dinner, and breaks
  - Availability of venue-provided transportation
  - Activities offered, including local points of interest information/brochures
5. Offeror shall provide a comprehensive compensation proposal which includes all applicable services offered (see section VIII, Pricing Schedule).
6. Provide a plan for utilizing small, women-owned, and minority-owned businesses (SWaM) in the performance of this Contract. Information regarding actual dollars forecasted to be spent, or percentage of total Contract to be dedicated to SWaM businesses and specific firms to be

employed shall be submitted as part of this plan. Also, include a list of SWaM businesses with whom the Offeror currently contracts.

V. **EVALUATION AND AWARD CRITERIA:**

A. **EVALUATION CRITERIA:**

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

1. Suitability of proposed meeting space, including parking, audio-visual equipment, lodging, venue-provided transportation.
3. Suitability of food services, including dining space and proposed menus.
4. Price
5. Small, women-owned and minority-owned business participation

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.

IV. **SPECIAL TERMS AND CONDITIONS:**

A. **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.

B. **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.

C. **CANCELLATION OF CONTRACT:**

The Lottery reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 90 days written notice to the Contractor. In the event 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 90 days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

D. **DISCOUNTS, PROMPT PAYMENT:**

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

E. **DISCOUNTS, SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:**

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

F. **EXTRA CHARGES NOT ALLOWED:**

If the Offeror cannot provide audio-visual equipment, the Lottery reserves the right to either bring Lottery-owned equipment or contract with a third party to provide the equipment and service. No extra charges will be allowed.

G. **IDENTIFICATION AND DELIVERY OF PROPOSAL:**

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

**IF PROPOSAL IS MAILED:** Offeror must mail proposal to the Virginia Lottery, Attention: 12th Floor Purchasing Office, 900 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 900 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, Pocahontas Building (address above). **However, the Security Guard is not responsible for identifying the date and time a proposal is received; only a Virginia Lottery employee can make that determination.** The Security Guard will contact an appropriate Lottery employee for proposal receipt; this process could take 30 minutes or more.

Late proposal will not be accepted.

Note: the Lottery does not conduct public openings.

H. **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 meet 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 (3) 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 (3) year ineligibility based on the default regardless as to when the re-procurement cost is paid.

5. **Number of Complaints:**

- a) For Term Contracts: if the Contractor has received three (3) or more complaints within the initial Contract period as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to submit a bid/proposal if the goods/services are re-solicited at expiration of Contract. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.
- b) For a Renewal Period: if the Contractor has received three (3) or more complaints within a renewal period as documented by Contractor Complaint Forms, the Contractor may, at the Lottery's discretion, be ineligible to submit a bid/proposal if the goods/services are re-solicited at expiration of Contract. Ineligibility shall apply even though a satisfactory resolution to all complaints occurred.
- c) For Spot Purchases: if the Contractor has received three 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.

I. **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.

J. **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.

K. **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:	

L. **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.

M. **SECURITY CLEARANCE – CAPITOL POLICE:**

All Contractor personnel, entering the Pocahontas Building, are required to obtain security clearance prior to their arrival at the work site. For information on the clearance process, call the Capitol Police at (804) 786-2567. Failure to obtain the necessary security clearance will result in access to the building being denied

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

It is the goal of the Lottery that 50% of purchases are made from SWAM-owned businesses. This includes discretionary spending in prime Contracts and subcontracts. Unless the Offeror is registered as a SBSB-certified small business and where it is practicable for any portion of the awarded Contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to SBSB-certified SWAM-owned businesses. No Offeror or subcontractor shall be considered a SWAM-owned

Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If SWAM-owned business subcontractors are used, the prime Contractor agrees to report the use of SWAM-owned business subcontractors by providing the purchasing office, at a minimum, the following information on a monthly basis or as directed by the Lottery: name of SWAM-owned business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

Will there be any subcontracting to SWAM Business for the performance of this Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, please provide the SWAM Business Name and SBSB certification Number:	

**O. SUBCONTRACTS:**

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

**V. GENERAL TERMS AND CONDITIONS:**

**A. ANTI-DISCRIMINATION:**

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

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

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

1. The Contractor will not discriminate against any employee or applicant

for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

**B. ADDENDA:**

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

**C. ANNOUNCEMENT OF AWARD:**

Upon the award or the announcement of the decision to award a Contract over \$50,000, as a result of this solicitation, Lottery will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://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 do not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

P. **INSURANCE:**

By signing and submitting a 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.

Q. **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.

R. **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.

S. **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.

T. **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.

U. **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.

V. **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.

W. **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.

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

Invoices for services/goods ordered and accepted shall be submitted by the Contractor directly to the payment address below at the conclusion of the conference. All invoices shall show the Contract number. Failure to provide the above shall result in invoice being returned to the Contractor. The Lottery shall not be liable for any resulting delays in payment as a result. If entities partner with one another in order to offer any of the services contained within this solicitation, **the Lottery will only**

**accept one (1) invoice representing the entire conference cost.**

Invoices shall be rendered directly to:

Virginia Lottery  
Attention: Accounts Payable  
900 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.

**VII. DISCOUNT FOR PROMPT PAYMENT:**

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

**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. Offerors need to structure their pricing to clearly reflect what they are proposing.

Offerors shall include a complete pricing proposal for meals, meeting space, sleeping rooms, audio-visual equipment/services, and costs for a bartender(s) and cashier(s) for the dinner banquet, etc., including all applicable taxes, fees, and gratuity for whatever portion of the RFP they wish to respond to. It would be helpful if the meal costs could be organized as presented on page 6, *Section II. Statement of Needs, G.*

**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 #10896-AKM and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services proposal herein.

<b>Complete Legal Name of Firm</b>	
<b>Address</b>	
<b>Remit To Address</b>	
<b>Authorized Signature</b>	
<b>Print Name</b>	
<b>Title</b>	<b>FIN #</b>
<b>Email</b>	<b>Telephone</b>
<b>Offeror Profile: Offeror shall indicate whether they are <i>certified</i> with the Virginia Department of Minority Business Enterprises as a (check all that apply)</b>	
<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 <a href="http://www.dmbe.virginia.gov">www.dmbe.virginia.gov</a>	
<b>Contact person regarding this Proposal</b>	
Check here to use above contact <input type="checkbox"/> or provide name below:	
Name:	
<b>Email</b>	<b>Phone</b>

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"/>	