Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 11-15-2021

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0705 0705 LOT2200000002 1	**Procurement Folder:**	953320
Document Name:	Retail Lottery Terminals & Cashless Vending Machines	**Reason for Modification:**	
Document Description:	Retail Lottery Terminals & Cashless Vending Machines		
Procurement Type:	Central Sole Source		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2021-10-25
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2025-06-30

VENDOR

Vendor Customer Code: 000000101085
IGT GLOBAL SOLUTIONS CORP
PO BOX 636514

CINCINNATI OH 452636514
US
Vendor Contact Phone: 401-392-7834 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Jodi R Hash
Requestor Phone: (304) 558-0500
Requestor Email: jhash@wvlottery.com

22
FILE LOCATION ____________

INVOICE TO

ACCOUNTS PAYABLE
LOTTERY

PO BOX 2067

CHARLESTON WV 25327-2067

US

SHIP TO

PURCHASING
LOTTERY

900 PENNSYLVANIA AVE

CHARLESTON WV 25302

US

11-16-21
Bar

Purchasing Division's File Copy

Total Order Amount: Open End

ENTERED

TLW 11/15/21

PURCHASING DIVISION AUTHORIZATION
Linda Harper
DATE: 11-15-2021
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
John S. Gray
DATE:
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Toler
DATE: 11-17-2021
ELECTRONIC SIGNATURE ON FILE

11/17/2021

Extended Description:

Open-End Contract: Direct Award
Retail Lottery Terminals and Cashless Vending Machines

The vendor, IGT Global Solutions Corporation of Providence, RI, agrees to enter into this open-end contract with The West Virginia Department of Revenue, State Lottery Commission to provide Retail Lottery Terminals and Cashless Vending Machines equipment as detailed in the attached quote and under the same terms and conditions (except as modified by the quote, and the performance bond requirement is inapplicable here) set forth in the contract between parties described as " CMA LOT17*07" a copy of which is attached hereto and incorporated herein by reference.

Effective Dates 10/25/2021 - 06/30/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	48120000				0.000000
	Service From	**Service To**			
	2021-10-25	2025-06-30			

Commodity Line Description: Gambling or wagering equipment

Extended Description:
SEE ATTACHED PRICING LIST

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2017-06-09

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number: CMA 0705 0705 LOT1700000007

Procurement Folder: 202610

Document Name: GAMING SYSTEM AND SERVICES

Reason for Modification:
Award of CRFP LOT1700000001

Document Description: GAMING SYSTEM AND SERVICES

Procurement Type: Central Master Agreement

Buyer Name: Michelle L Childers

Telephone: (304) 558-2063

Email: michelle.l.childers@wv.gov

Shipping Method: Best Way

Effective Start Date: 2018-06-28

Free on Board: FOB Dest, Freight Prepaid

Effective End Date: 2025-06-27

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000101085 IGT GLOBAL SOLUTIONS CORP 10 MEMORIAL BLVD PROVIDENCE RI 99999 US **Vendor Contact Phone:** (863) 248-1400 **Extension:** **Discount Percentage:** 0.0000 **Discount Days:** 0	**Requestor Name:** TOMMY YOUNG **Requestor Phone:** (304) 558-0500 **Requestor Email:** bjones@wvlottery.com

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE LOTTERY PO BOX 2067 CHARLESTON WV 25327-2067 US	PURCHASING LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV 25302 US

Total Order Amount	Open End

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
SIGNED BY: Guy Nisbet **DATE:** 2017-06-09 **ELECTRONIC SIGNATURE ON FILE**	**SIGNED BY:** Paul Anthony Martin **DATE:** 2017-06-09 **ELECTRONIC SIGNATURE ON FILE**	**SIGNED BY:** Beverly Toler **DATE:** 2017-06-09 **ELECTRONIC SIGNATURE ON FILE**

Extended Description:

Open-End Contract

Lottery Gaming System and Services

The vendor, IGT Global Solutions Corporation of Providence, RI, agrees to enter into this open-end contract with The West Virginia Department of Revenue, State Lottery Commission to provide equipment and services to operate its on-line and instant ticket gaming system. Per the bid requirements, terms and conditions, Addendum 1 dated 11/01/2016, Addendum 2 dated 11/16/2016, Addendum 3 dated 12/21/2016, Addendum 4 dated 02/08/2017, and the vendor's submitted and accepted bid on 05/08/2017 incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43211512				$0.000000
	Service From	**Service To**			
	2018-06-28	2025-06-27			

Commodity Line Description: GAMING SYSTEM AND SERVICES

Extended Description:
Reference Attachment C - Cost Sheet *
Equipment and services to operate on-line and instant ticket gaming system per attached specifications. Service Fee as a percentage of sales

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43211512			EA	$0.000000
	Service From	**Service To**			

Commodity Line Description: HARDWARE: TERMINALS, DISPLAYS, TICKET CHECKERS, ETC.

Extended Description:
Reference Attachment C - Cost Sheet *
Equipment and services to operate on-line and instant ticket gaming system per attached specifications. Service Fee as a percentage of sales

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: This Contract becomes effective on June 28, 2018 and extends for a period of seven (7) year(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ________________ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within ________________ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional ____________ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed ____________ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☑ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of contract value. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☑ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☑ **Commercial General Liability Insurance:** In the amount of $1,000,000.00 or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

See Lottery Additional Terms and Conditions Item 44. Contract Provisions.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☑ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☑ West Virginia Business License

☑ All state and federal licenses required by law.

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or $5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of
See Lottery Additional Terms and Conditions Item 44.10.
for ______________________________.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☑ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

(WV Lottery Gaming System)

Listed below are general terms and conditions that apply specifically to the WV Lottery. These are additional terms and conditions, but do not replace or invalidate any of the General Terms and Conditions unless the WV Lottery Terms and Conditions provide more protection to the WV Lottery.

44. LOTTERY GENERAL TERMS AND CONDITIONS

44.1 CRIMINAL BACKGROUND INVESTIGATION: All staff assigned to this Contract will be subject to approval and a criminal background check by the Lottery. Moreover, pursuant to W.Va. CSR §179-1-9.3, all Vendor staff and subcontractors must furnish fingerprints for a national criminal records check by the Criminal Identification Bureau of the WV State Police and/or the Federal Bureau of Investigation. The fingerprints shall be accompanied by a signed authorization for the release of information by the Criminal Investigation Bureau and the Federal Bureau of Investigation. No person employed by the Vendor who has been convicted of any violation of the Lottery Act, or of any felony or any crime related to theft, bribery or gambling or involving moral turpitude shall be eligible to perform any work or services prescribed in this RFP.

Disqualifying offenses identified from conducting background investigations may result in rejection of a proposal, termination of the Contract, or removal of individuals working on the project.

44.2 PROHIBITION AGAINST GRATUITIES: Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the Vendor or a company regularly employed as its marketing agent to solicit or secure the Contract and that it has not paid or agreed to pay any company or person a fee or any other consideration contingent upon or resulting from the award of the Contract.

The Lottery shall have the right to cancel this Contract at its sole discretion without liability and pursue any other remedies available by law or under this Contract if Vendor breaches this warranty.

44.3 CONTRACT PROVISIONS: After the Vendor is selected, a formal Contract document will be executed between the State and the Vendor. The RFP and the Vendor's response will be incorporated by reference as binding terms of the Contract. The RFP and Contract shall have precedence over the Vendor's response.

44.3.1 CONTRACT PROVISIONS REQUIRING PROOF OF INSURANCE: The Vendor must maintain general property, liability, and casualty insurance for facilities, equipment, and contents and fixtures owned or leased by the Vendor. The Vendor shall provide a certificate of insurance evidencing its insurance coverage and naming the Lottery as an additional insured, upon Contract award.

(WV Lottery Gaming System)

44.3.1.1 In addition to the performance bond/guarantee in the General Terms and Conditions, the Vendor shall provide the insurance listed below throughout the Contract period, and any extensions thereof. As with the performance guarantee funds, the insurance moneys will provide compensation for fees, legal costs, loss of revenues, or other damages resulting from the Vendor's inability to provide the contracted services or products. Proof of all insurance must be provided prior to the issuance of the resulting Contract, and certificates of insurance must be kept current and on file with the WV Purchasing Division and the WV Lottery. Each such policy, except for the Errors & Omissions and Fidelity policies, must name State of West Virginia and the Lottery as an "additional insured." Errors & Omissions policies must name the State of WV as a "certificate holder" and Fidelity policies must name the Lottery as a "loss payee". The Lottery shall receive Notice of Cancellation from insurance companies 10 calendar days in advance of cancellation. Self-insurance is not an acceptable form of insurance for any of the cited coverages.

*** The types of insurance that must be provided for the Contract Award resulting from this RFP include the following policies:**

Public Liability: Limits of $500,000 for any one person and $1,000,000 for any one occurrence of personal injury, as well as $1,000,000 for any one occurrence of property damage.

Errors & Omissions: In the amount of $5,000,000 for the selected Vendor for any losses the Lottery may incur resulting from the intentional or negligent acts of the Vendor. This insurance will also cover any losses incurred by the Lottery for over-redemption of winning tickets, caused by the validation/computer system. The Errors & Omissions insurance coverage will remain in effect during the entire Contract period, any extensions thereof, and for one year after the Contract terminates.

Automotive Liability Insurance: For any use of motor vehicles by the Vendor's Field Representatives and other applicable staff in the performance of their official duties under the resultant Contract and any extensions. Minimum limits of the coverage required include $500,000 for bodily injury for each person, $1,000,000 for each accident, and $300,000 for property damage for each accident.

A Fidelity Bond or Insurance: In the amount of $1,000,000 covering any losses incurred by the Lottery due to the fraudulent or dishonest acts on the part of the Vendor or the Vendor's officers, employees, agents, or subcontractors.

A Fixed-Fee Bid Bond: In the amount of $100,000 to guarantee for one year after the bid opening, the availability of the equipment or services at the quoted price. The bid bond must be submitted with the bid to the Purchasing Division. The bond must be in the form of a policy or certificate issued by an appropriate surety company. A certified check or cashier's check, made payable to the State of WV will also serve as the bid bond. A letter-of-credit will not be accepted.

44.5 CONTRACT TERMINATION FOR FAILURE TO PROGRESS: In addition to all other terms relating to Contract cancellation, the State may immediately terminate the Contract if the Vendor fails to carry out its responsibilities to satisfy the requirements of this RFP and terms of the Contract. The Lottery shall provide the Vendor with notice of performance conditions that are endangering the Contract's continuation. If the Vendor fails to remedy the conditions within the time period provided in the notice, then the State shall issue an order for the Vendor to immediately cease and desist all work and services. The State shall address any and all liquidated damages that are a result of the Vendor's negligence and Contract termination. The Lottery shall only be obligated for payment of services rendered and accepted prior to notice of termination.

The Contract may also be terminated upon mutual agreement of the parties with thirty (30) calendar day's prior notice.

44.6 INVOICES MUST BE RFP SPECIFIC: The Vendor annual fee will be calculated as a percentage of actual draw and instant games net sales (the Pricing Sheet includes estimated net revenue that will be used to calculate the Vendor annual fee.) Actual draw and instant game sales will be adjusted by game specific transactions including returns, cancels, free plays, and requests for credit. The Vendor shall issue weekly invoices to the Lottery that reflects the net amount [draw and instant game sales less adjustments listed above]. The Vendor shall issue quarterly invoices for all leased units in accordance to the Vendor Annual Lease Cost per unit on the Pricing Sheet. Payment for any services, items, and deliverables not specifically covered in this RFP shall be invoiced by the Vendor on a monthly basis.

44.7 RECORD RETENTION: Vendor shall comply with all applicable Federal and State of WV rules and regulations and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this

Contract by Vendor. The Vendor shall maintain such records a minimum of five years and make available all records to Lottery personnel during normal business hours upon written request by Lottery within ten (10) calendar days after receipt of the request.

The Vendor shall have access to private and confidential data maintained by Lottery to the extent required for Vendor to carry out the duties and responsibilities defined in this Contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Lottery against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

Upon Contract expiration and/or termination, the Vendor shall work jointly with any subsequent Vendor to supply historical game sales, retailer, player, and other data that is required by the Lottery during the conversion and system startup, for a period not to exceed six (6) months.

44.8 OWNERSHIP AND RIGHTS TO INTELLECTUAL PROPERTY: Under this Contract, the Lottery will lease equipment, services, and any processes and procedures developed and/or supplied by the Vendor for System and field operations. At the close of the Contract, the Lottery will retain ownership of any items that were purchased on the Lottery's behalf (based on financial records maintained by the Lottery). At the close of the Contract, the Lottery shall retain control of any intellectual property that is developed for the Lottery and essential to on-going operations. During the Contract period, and any renewal periods the Lottery shall be licensed to use, for its own purposes, the intellectual property furnished for use with the System, including software, communications protocols, processes, and procedures.

44.9 PRIZE RESTRICTIONS: The Vendor's employees and officers as well as their immediate family members residing in the same household are restricted from wagering, winning, or participating in any games regulated by the Lottery in WV. The Vendor must use all reasonable resources to exert its best efforts to enforce this restriction. Vendor shall convey this restriction to its employees and officers by obtaining a signed statement that acknowledges such officers and employees will not play or collect any prize in any WV regulated Lottery game and failure of any employee, officer, or family member to comply with this restriction will result in forfeiture of any winnings and/or removal of the offending officer or employee from the Lottery project.

44.10 LIQUIDATED DAMAGES: The Contract resulting from this RFP shall contain liquidated damages for Vendor default which include but are not limited to: (1) failure to effectively carry out the Contract provisions, (2) improper or nonprofessional conduct, (3) untimely performance, (4) improper security practices, and (5) security breaches as determined by the Lottery.

44.10.1 The parties agree that it will be impractical and extremely difficult to determine the actual damages that the Lottery may sustain in any of the situations described in this section of the RFP. The parties mutually agree to the liquidated damages as a reasonable estimate of the damages. These liquidated damages are not considered by the parties to be a penalty. Assessments of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Lottery in law and equity. Except, and to the extent expressly provided herein, the Lottery shall be entitled to recover liquidated damages under each applicable section for any given incident.

44.10.2 The Lottery shall notify the Vendor, in writing, of the assessment of liquidated damages for any default specified herein, and all liquidated damages payments shall be due at the Lottery within 30 calendar days of the damages being incurred. Any sum which may be due to the Lottery for such damages shall be deducted and retained by the Lottery from any balance that may otherwise be due to the Vendor. In addition, should the Lottery obtain a monetary judgment against the Vendor as a result of a breach of the Contract, the Vendor consents to such judgment being set-off against monies owed the Vendor by the Lottery under any Contract. If sufficient funds are not available in either case, the required performance bond shall be collected in satisfaction of the liquidated damages amount. Payment of liquidated damages, however, shall in no event impair the obligation, or liability of the Vendor's surety to perform according to the terms of its bond and the Contract.

44.10.3 Partial performance of the Contract shall not relieve the Vendor from liability for liquidated damages if any material portion of the Contract remains unperformed upon the date performance is to be completed. The Vendor's liability for liquidated damages shall cease at such time as the Lottery obtains complete substituted performance, as determined by the Lottery from the Vendor. Delay due to a subcontractor's conduct, negligence, or failure to perform shall not excuse the Vendor from the liquidated damages provisions of the Contract unless caused by a "force majeure" event beyond the reasonable control of the Vendor.

44.10.4 The Lottery shall have the sole discretion to determine whether liquidated damages, as described in this Section of the RFP, will be assessed and such determination will not be arbitrary or capricious. In the event of a dispute regarding the imposition or the amount of liquidated damages, the Vendor shall designate one on-site individual to discuss the dispute with the Lottery. There shall be no proration of damages for partial periods unless otherwise expressed pursuant to the provisions of this RFP. Excessive liquidated damages (and the specific events leading to such excessive damages) may be grounds for termination of the Contract.

44.10.5 The State of WV may assess liquidated damages as described in this Section 44.10 and Vendor shall pay as specified by the provisions of this Section 44.10.6.1.

44.10.6 Grounds for Liquidated Damages: References in this Section to the term "operational day" and "operational days" refer to the period of time within 24 consecutive hours when players may purchase and cash instant and draw games at Lottery retail locations. This "day" may extend past midnight and include some hours in the next calendar day. In the event the parties agree to operate "around the clock" at some future date, "operational day" will then mean a calendar day.

44.10.6.1 Failure to Meet Deadlines: This Section 44.10.6.1 sets liquidated damages for a Vendor's failure to perform required duties by the respective deadline provided in this RFP or as calculated by the criteria provided to determine deadlines in this RFP.

If the Vendor fails to perform any obligation required under **Section 4.4** and **Section 4.5** so that System operations do not commence by the System Implementation Period deadline, the following liquidated damages may be assessed.

44.10.6.1.1 If the Vendor does not assure the operation of the System before the System Implementation Period expires [by the deadline], the Lottery may impose liquidated damages in the amount of $100,000.00 per day for each calendar day delay. Liquidated damages pursuant to this Section 44.10.6.1.1 may be assessed for a maximum of one hundred eighty (180) calendar days. The Lottery Director or designee may choose to assess or to waive liquidated damages if the cause of any delays or nonperformance resulting in the default is no fault of the Vendor's.

44.10.6.1.2 In the event the System is operating but the Vendor fails to perform all obligations to install the mandatory number of terminals, associated peripherals, and communications equipment so that all devices are operational by the deadline, the Lottery may impose liquidated damages in the amount of $100 per day for each standard terminal not fully operational and $50 per day for each Self Service Terminal (SST) not fully operational. The Lottery shall provide three days written notice of any delinquent terminal installations prior to assessing liquidated damages pursuant to this Section 44.10.6.1.2. The Lottery may assess liquidated damages as defined in this Section 44.10.6.1.2 any time the Vendor fails to meet required terminal, peripherals, and communications equipment installation deadlines for the life of the Contract. No language referencing System implementation deadline shall be construed to limit the scope of this Section 44.10.6.1.2.

44.10.6.2 System Performance: This Section 44.10.6.2 sets liquidated damages for a Vendor system failure to perform required duties by the respective deadline provided in this RFP.

44.10.6.2.1 Degraded Performance: The System is considered to be operating with degraded performance if the average transaction time for a single draw ticket transaction exceeds four seconds after completion of data entry, or the average transaction time for multiple draw ticket transactions exceeds six seconds after completion of data entry. The Lottery may impose liquidated damages for degraded performance as defined in **Section 44.10.6.2.1** of this RFP in the amount of $800 per calendar day.

44.10.6.2.2 When the total time during which the System is down during an operational day exceeds five minutes, liquidated damages may be assessed by the Lottery Director or designee for each minute, or fraction thereof, that the System is down beyond five minutes during one operational day according to the following schedule:

44.10.6.2.2.1 For down-time incidents of 30 consecutive minutes or less during any operational day, draw game sales shall be based on the average per minute draw game sales for the five minutes period prior to the down time incident ("Five-Minute Pre-Outage Period").

44.10.6.2.2.2 For down-time incidents in excess of 30 consecutive minutes during any operational day, draw games sales shall be based on the average per minute System sales for the same time and day of the week and the closest monetary Lottery jackpot, based on historical sales records for that particular time and day of week ("Comparable Period").

44.10.6.2.2.3 Liquidated damages will be calculated by multiplying the net revenue percentage by the amount of applicable draw games sales figures described above according to the formula described below:

Formula for Determining Damages:

Liquidated damages = net revenue percentage x (times) average draw game sales per minute x (times) minutes of down-time in excess of five minutes.

Definitions of Terms Used in Formula for Computation of Liquidated Damages:

Net revenue = previous 13 weeks draw game sales – (minus) 13 weeks of draw gaming system compensation paid to the Vendor – (minus) 50% of 13 week draw game sales (reflecting prizes) – (minus) 5.75% of 13 weeks (draw) game sales (reflecting Lottery sales agent commissions).

Net revenue percentage = net revenue / (divided by) total draw game sales for previous 13 weeks.

Average sales per minute = total draw game sales for the five minute period pre-outage period pursuant to **Section 44.10.6.2**.

44.10.6.3 Unauthorized Software/Hardware Modifications: If the Vendor modifies any software or hardware without the prior written approval of the Lottery, the Lottery may assess liquidated damages in the amount of $10,000 per violation in addition to any other damages that may occur as a result of such unauthorized modification. Additionally, the Lottery may issue a written order to the Vendor that the change or modification be removed and the System be restored by the Vendor to its previous operating state at the Vendor's expense. If the System is not restored to its previous operating state by the deadline designated in the Lottery's written order then the Vendor shall pay an additional $1,000 per day for each day the System is not restored after the deadline expires.

44.10.6.4 Unauthorized Access: If the Vendor fails to preclude any unauthorized individual, including their own personnel, to access the System or any facility housing any component of the System, the Lottery may impose liquidated damages up to $10,000 per person, per incident in violation. Each act taken by an unauthorized person that allows them to gain access to the System or any of its facilities is an incident.

44.10.6.5 Hotline Services/Toll-Free Lines: If the Vendor fails to provide adequate toll-free lines for the retailer and player services Hotline or otherwise fails to meet any performance standard required by this RFP relating to the Hotline within 30 days of receiving notice to remedy the conditions, the Lottery may impose liquidated damages in the amount of $500 per calendar day until the deficiency is cured.

44.10.6.6 Retailer Website Services: If the Vendor fails to provide adequate services or otherwise fails to perform the duties required to satisfy the specifications in this RFP relating to the retailer website, then the Lottery may impose liquidated damages in the amount of $100 per calendar day until the deficiency is cured.

44.10.6.7 Terminal and Retailer Site Support Services:

44.10.6.7.1 If the Vendor fails to repair less critical failures that do not render the terminal non-operational, the Lottery may impose liquidated damages of up to $100 per calendar day until a repair is completed.

44.10.6.7.2 If the Vendor fails to repair non-operational terminals reported through the Hotline that do not require field technical service within 90 minutes, the Lottery may impose liquidated damages of $120 per terminal, per hour, or pro-rated fraction thereof, until terminal operation is restored.

44.10.6.7.3 If the Vendor fails to dispatch field technical service for any repair that cannot be accomplished through the Hotline within required timeframes defined in **Section 4.5.6**, the Lottery may impose $150 per terminal, per hour, or pro-rated fraction thereof, until a service technician arrives on site unless the reported failure is at a location that is a high volume retailer. The Lottery may impose $250 per terminal, per hour, or pro-rated fraction thereof, for any maintenance delay occurring at a high volume retailer's location.

44.10.6.7.4 The Lottery may assess liquidated damages in the amount of an additional $50 per terminal for successive failure to provide adequate retailer site support services at any single location within a 30 calendar day period.

44.10.6.8 Terminal Preventative Maintenance: If the Vendor fails to perform preventative maintenance according to the mutually agreed upon maintenance cycle schedule, the Lottery may impose liquidated damages of $100 per calendar day.

44.10.6.9 Terminal Capacity and Data Retention: If the Vendor fails to provide terminal capacity and memory as required by the specifications of this RFP, then the Lottery may impose liquidated damages of $1,000 per calendar day, per terminal until the Vendor cures default.

44.10.6.10 System Failure: If the System does not automatically failover from the Primary Data Center ("PDC") to the Backup Data Center ("BDC") or otherwise causes the Lottery to fail to meet the requirements for a nightly drawing to occur, the Vendor shall pay the Lottery liquidated damages in the amount of $1 million for each calendar day where drawings fail.

44.10.6.11 Game Modifications/Additional Games: The Lottery may impose liquidated damages in an amount of $1,000 per day if the Vendor fails to modify existing games or install additional games and their supporting controls within 120 calendar days of receiving approved game specifications unless additional time is otherwise authorized by the Lottery.

44.10.6.12 Administrative Software Change: The Lottery may impose liquidated damages of $1,000 per day that modified or additional software required pursuant to this RFP is not installed, tested, approved, and fully functional upon expiration of the respective 60 calendar days from the Lottery's initial request.

44.10.6.13 Supply Shortage: In the event that a retailer becomes unable to sell or validate draw or instant tickets, as applicable, due to the Vendor's failure to maintain adequate supplies of the items set forth in the provisions of **Section 44.11.5**, the Lottery may impose liquidated damages of $500 per retailer, per calendar day of down time or on a pro-rated basis for any portion of a day of down time.

44.10.6.14 Instant Ticket Validation: If the System fails to validate the instant tickets after the Vendor loads and performs Acceptance Testing of the Lottery's instant ticket manufacturer's encryption algorithm and data files onto the System for any instant game, the Lottery may impose liquidated damages of $20,000 for each calendar day, or partial day, that such instant game cannot be sold as a result of the fault of the Vendor. Liquidated Damages assessed under this provision shall be limited to 30 calendar days per occurrence.

44.10.6.15 Notification Failure: In the event that the Vendor fails to report incidents as mandated by this RFP, the Lottery Director or designee may impose liquidated damages in the amount of $1,000 per calendar day, or pro-rated fraction thereof, until an incident is correctly reported.

44.10.6.16 EFT Data: If the Vendor fails to deliver retailer electronic funds transfer data ("EFT data") in a timely manner, the Lottery may notify the Vendor of such failure and the Vendor shall have 12 hours to provide such EFT data to the Lottery ("twelve hour period"). If the Vendor fails to provide such EFT data to the Lottery within a twelve hour period, the Lottery may assess $50 per calendar day until the Vendor provides the required EFT data.

44.10.6.17 Communications Network: If the System loses connection of five percent or more of the retailer terminal network and there is a general outage of service for those retailers that is caused by failure of the Vendor to correctly carry out its established duties in supporting or administering the network or by failure of a Vendor-specified protectively redundant network element to support a failover, the Lottery Director or designee may impose liquidated damages as a result of the total time during each daily operational sales period that the network is down according to the following schedule:

> **44.10.6.17.1** Liquidated damages in an amount up to $1,500 may be assessed for each minute of network outage, or fraction thereof, except for the first three minutes that the network is down; or in the event that two network down time incidents in excess of three minutes each have already occurred in a business week, the grace period of three minutes shall be rescinded, and liquidated damages shall begin immediately with any subsequent outage in that work week.

44.10.6.18 PDC and BDC Security: If the Vendor fails to provide security equipment and secure operating procedures at the data center sites, the Lottery Director or designee may assess liquidated damages of $1,000 for each calendar day.

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44.10.6.19 Audit Requirements: In the event material audit recommendations addressing any of the Vendor's operational or System activities are not corrected within 60 calendar days of notification, unless specifically exempted by the Lottery Director or designee, the Vendor may be charged liquidated damages of $5,000 at the end of the initial 60 calendar day period and an additional $5,000 for each subsequent 30 calendar day period or any portion thereof, for which the audit recommendation corrections have not been completed.

44.10.6.20 Software Approval: If the Vendor fails to provide a quality assurance test plan or a report on the quality assurance test, or fails to provide quality tested software meeting the specifications standards established by the Lottery, the Lottery Director or designee may assess liquidated damages of $1,000 for the first violation and $2,000 for each subsequent violation.

44.10.6.21 Mandatory Staffing Levels: Should the Vendor fail to report any staff vacancy or changes to existing staffing within 15 business days, the Lottery Director or designee may assess liquidated damages of $100 per incident in addition to liquidated damages for failure to maintain staffing levels. The Lottery Director or designee may assess liquidated damages for staff vacancies that are not filled within 60 calendar days at an amount of $1,000 per calendar day per staff position vacancy.

44.10.6.22 System Promotions: If the Vendor fails to execute promotions that are required by this RFP or have been requested by the Lottery within the documented deadlines of such promotion(s), the Lottery Director or designee may impose damages up to $1,000 per calendar day per occurrence.

44.10.6.23 Third-party Interfaces: During the duration of the Contract, the Lottery may desire to establish interfaces between this system and other specialized vendors (third-party vendors). The Vendor for the Contract is required to work with such third-party vendors. Failure to do so may result in liquidated damages. Such damages will be limited to the value of the Contract with that third-party vendor.

44.10.6.24 Severability: If any portion of the liquidated damages provisions is determined to be unenforceable in one or more applications, that portion is severable from the invalid applications and remains in effect in all applications not determined to be invalid. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision or provisions shall remain in full force and effect.

44.10.6.26 Other Losses: Notwithstanding liquidated damages defined above, the Lottery retains all rights, in law and equity, to recover losses in full not covered herein due to negligence, willful errors, and omissions by the Vendor and any Vendor subcontractors.

44.10.6.27 Exceptions: Liquidated damages shall not be imposed if the default is caused by a "force majeure". The Vendor, with the approval of the Lottery, may substitute equipment, goods, and services in lieu of monetary liquidated damages.

44.11 Other Lottery Terms & Conditions

44.11.1 Vendor Administration: The Vendor must provide staff and support for System conversion, testing, implementation, training, and on-going operations sufficient to maintain the agreed upon project schedule.

44.11.2 MUSL Standards: Vendor must develop its facilities and all System components according to the security and audit rules required by any multi-jurisdictional associations that are applicable to the Lottery including all requirements set forth in the Multi State Lottery Association ("MUSL") Rule 2 and any successive rule enacted thereafter for the life of the Contract. The Lottery must approve the final design and any subsequent modifications to Vendor facilities, including security specifications, prior to implementation.

44.11.3 Data and Records Retention: Unless otherwise stated in this RFP, the Vendor shall retain and maintain all production data, transactions, records and documents in any way relating to this Contract for a minimum of three years after the end of the Contract or until the expiration of any applicable statute of limitations that exceeds such three year period. Vendor shall make these records available for inspection and audit by authorized representatives of the State at all reasonable times. All data remains the property of the Lottery.

44.11.4 Facilities: The Vendor must provide, configure, support, secure, insure, and maintain all facilities as required by this RFP. The Lottery must approve the final design and any subsequent modifications to Vendor facilities, including security specifications prior to implementation.

The Vendor shall work with the Lottery to determine what modifications require notification and Lottery approval.

The costs of the design and any construction are solely the Vendor's responsibility. The Vendor will be responsible for its utilities and building services expenses. The physical area must comply with all state and local building codes, laws, rules and regulations for facilities of this type.

44.11.5 Facility Security: Vendor facilities must have and maintain appropriate safety, security, and environmental controls described in this RFP and otherwise required by state and federal law.

44.11.6 Secure Facility Access: The Vendor must implement security measures to prevent unauthorized entry and activity at each facility. The Vendor shall keep a current list of Lottery employees and Vendor staff that have authorized access and note each of their access levels. This list shall be provided to the Lottery immediately upon any modifications.

At a minimum, the physical security program must:

- Prevent unauthorized persons from accessing the facilities;
- Provide a record of all entries and exits from each facility and make the record available to the Lottery upon demand;
- Include access control and an intrusion detection system at each facility that will sound an alarm at a manned location specified by the Lottery;
- Provide a security system to monitor all activities at entrances/exits, the computer rooms, and all other high security/sensitive areas. At its sole discretion, the Lottery shall designate where cameras and monitors must be located for sufficient protection.
- Provide access to the Vendor's facilities to authorized Lottery personnel at all times.

44.11.7 Facility Relocation: Vendor shall give immediate written notice to the Lottery in the event a location is destroyed or damaged by fire, natural elements, or other natural causes to such extent that continued occupancy by the Vendor would be impractical. The Vendor must provide documentation that justifies its decision to relocate, rebuild, or repair damaged facilities within five days of the event. Vendor shall relocate and make necessary repairs to damaged facilities within a mutually agreed upon timeframe.

In the event of irreparable damage at the PDC or of an unplanned, long-term abandonment of the PDC, the Vendor shall provide the Lottery with the host processors and other components necessary to resume gaming operations until PDC is relocated and operational. Such host processors and other components shall be installed within 10 business days after the disaster. They may be located in a temporary facility so long as appropriate security measures are in place with prior approval by the Lottery.

44.11.8 Facility Disaster Recovery: Vendor should provide a Disaster Recovery and Contingency Plan for their facilities that is mutually developed with the Lottery during system conversion. This Contingency Plan must be finalized prior to System startup and updated annually. Such plan shall account for disasters caused by water, fire, environmental spills and accidents, malicious destruction, and other reasonably contemplated contingencies. The contingency plan shall ensure continuation of the System, game production and sales, warehousing, and include provisions describing Vendor's plans for obtaining safe and secure off-site storage for all backup data and programs. If implementation of any portion of the disaster recovery and contingency plan become necessary, all costs associated with the plan shall be borne by the Vendor unless otherwise agreed to by the Lottery.

All System components necessary under the Contingency Plan shall be furnished, installed, and operational within 30 calendar days of receiving notice from the Lottery to initiate the Contingency Plan. Until a permanent PDC or BDC can be reestablished, substitute facilities shall meet environmental and security measures specified for the PDC and BDC in this RFP.

In the event of irreparable damage or an unplanned, extended abandonment of any warehouse or distribution depot, the Vendor shall provide, at no additional cost to the Lottery, an alternate distribution depot location. This alternate distribution location shall be ready to process instant ticket orders within 14 calendar days unless otherwise authorized by the Lottery.

An occurrence of any force majeure shall not exempt the Vendor from the requirements of this Section.

44.11.9 Communications: All aspects of the communication network design are approved by the Lottery and may be implemented in part or in full based on approval.

(WV Lottery Gaming System)

The Vendor is responsible for all placement and configuration of communications equipment, including any dishes, modems, in-store wiring, and build outs to the PDC and BDC. The Vendor must order and cancel all communication services necessary to provide connectivity. Vendor shall be responsible for resolution of outages related to System communication failures, including those within the Lottery's retailer network.

44.11.10 System: Vendor must provide a System capable of handling the immediate and long range needs of the Lottery including processing performance, play combinations, promotions, administrative functions, terminal support, and software functions and controls. All hardware models and software versions installed must represent the then-current equivalent or better version at the time of installation.

Any standardized bar code methodologies developed by the Lottery or for use by the Lottery must be configured, readable, and supported by the Vendor during the Contract. The System must read and process barcodes on tickets, coupons, and other media tracked by barcode through scanning and by manual input.

44.11.11 System Operational Hours: Current System operating hours are 5:00 a.m. through 4:00 a.m. eastern standard time (EST). The System must provide a minimum of 23 hours of sales and validations, including instant ticket processing with extended maintenance windows as approved by the Lottery.

44.11.12 Time Synchronization: The primary production system, remote backup system, Internal Control System (ICS), and the Lottery's internal systems must be configured to have a time synchronizing mechanism to ensure consistent time recording and reporting for events and transactions. Synchronization with an external time standard is mandatory.

44.11.13 Third-Party Agreements and System Interfacing: System must be designed and configured with open architecture to allow interfacing of third-party systems and software required to operate new games and games concepts.

This open architecture shall allow innovative solutions for the purchase of Lottery tickets using alternative sales platforms such as mobile and tablet devices, interactive televisions, PCs, and other new technologies. The System design and configuration shall support solutions for new sales and player engagement through multiple platform subscription sales, gift and debit card purchases, automatic prize payments, and internet transactions.

44.11.14 Remote Backup System: The Vendor shall provide a remote backup system at the BDC that mirrors the configuration, architecture, and processing capacity as the system operating at the PDC. The Vendor shall have an independent routing communication network from the retailer locations to the BDC; all circuits must be designed so there is no PDC/BDC dependency. The remote back up system shall be designed to run parallel with the system operating at the PDC and allows the Vendor to continue to operate the System with no loss of data or transactions.

The remote backup system must be staffed by a qualified Vendor employee during Lottery business hours (Monday- Friday from 8:00 am to 5:00 pm EST) to support a failover in case the System can no longer operate. The System and remote backup system must have the ability to failover and then fail back should a system problem occur at the remote site. The remote backup system must be able to fail back to the System within two (2) minutes once the issues are resolved. See Section 4.1.2 for further information regarding the BDC.

44.11.15 ICS: Vendor must provide an ICS that functions identically to the operations on the System for efficient audit, review, and balancing. Specifically, ICS and the System shall have identical components, processing capacity, architecture, and configuration. ICS must be configured to accommodate Lottery specific processes, including, but not limited to, accounting procedures and general ledger entries. The Vendor shall provide the Lottery with any software necessary to interpret or decrypt any proprietary or unique ICS record (audit) formats.

44.11.16 Reports and Interfaces: The System must produce reports for the Lottery, Vendor, and retailers. The System must maintain 30 continuous months of all sales, transaction, and inventory data unless otherwise authorized by the Lottery. The Vendor must provide daily data files for the preceding days' gaming activities. Reporting must not create any negative impact on production operations or gaming response time while generating reports.

Reports and data must export into off-the-shelf software tools such as spreadsheets, PDF, text files, word processing packages, and be compatible with the Lottery's document imaging software. Vendor must complete Lottery requested changes, reports, and interfaces within 60 calendar days of approved specifications unless an extension is authorized in writing by the Lottery. The Lottery shall work jointly with the Vendor to determine final formats on all reports.

44.11.17 Field Equipment and Consumables: The Vendor must provide all equipment and supplies needed for System operation.

(WV Lottery Gaming System)

The Vendor must supply, deliver, install, configure, and service all terminals and peripherals, and any additional equipment ordered throughout the term of the Contract.

The Vendor must maintain an adequate supply of parts to repair and maintain all field equipment and consumables. Replacement devices and parts must be warehoused by the Vendor in WV. Vendor must assume liability for all equipment and peripherals provided.

NOTE: The terminal quantities specified in this section are based on market conditions at the time this RFP was developed. Subsequent to Contract Award, a schedule will be finalized and approved by the Vendor and the Lottery specifying actual startup field equipment counts. Quantities provided on Attachment C: Cost Sheet, B-1, SHALL be considered to be the Estimated Quantity required for each unit.

- Standard terminals must be supplied and stored by the Vendor for replacement, maintenance, and retailer growth. The Vendor must provide 2,000 fully functioning standard terminals at startup. Additional terminals, as needed, must be supplied within 30 calendar days upon request.

- The Vendor must provide a minimum of five mobile terminals that are capable of operating from a temporary location such as the site of a promotional event. All such terminal devices must be fully functioning at startup.

- The Vendor must provide, install, maintain, and replace all SSTs currently located in the field or in storage at an approved facility. Vendor must provide a minimum of 400 fully functional SSTs at startup. Vendor shall warehouse spare SSTs for replacement, maintenance, and retailer growth. The SSTs must accept various methods of payment, sell and dispense instant and draw game tickets, self-check and validate tickets, and issue credits for winnings. Reporting of sales, ticket inventory, cash box, paper stock, player credits due to malfunction, and all other data must be logged in real time by the System and integrated with any other active terminals in the retail location for reporting. Upon Contract Award, Vendor must provide a schedule for deployment of SSTs that includes location and placement information for SSTs and timeframes for deployment that will be subject to Lottery approval. The Lottery anticipates growth of SST retailer base that may result in a market demand for up to 100 additional SSTs. The Vendor shall make additional SSTs available to the Lottery within 60 calendar days after receipt of Lottery's request for up to 100 SSTs.

- The Lottery shall review all Vendor supplied field equipment, devices, and terminals during the fifth year of the Contract to determine if new technologies and models should be utilized as stated in **Section 4.2.8.**

All terminals shall have a random number generator and must be able to generate partial or complete random bets wherever applicable. This RNG and all subsequent software changes will be certified by an Lottery approved independent testing laboratory. `

44.11.18 Certified Equipment: All equipment must be compliant with FCC regulations.

44.11.19 New and Unused Equipment: All proposed hardware, software, and equipment must be new and unused, unless otherwise approved or requested by the Lottery. Equipment must be compliant with current electronic technology manufacturing standards and be of current manufacture by the Vendor or its suppliers.

44.11.20 OSHA and ADA Requirements: All products offered by the Vendor must meet all Occupational Safety and Health Administration ("OSHA") standards.

The Vendor shall work with the Lottery to satisfy those requirements within the appropriate time frame if modifications are required of any kind to maintain compliance with ADA requirements.

44.11.21 Conversion and Implementation: Vendor must provide the facilities, materials, equipment, and personnel for the statewide System implementation. Upon Contract award, the Lottery shall work with Vendor to determine final conversion plan, strategy, and respective timelines to minimize conversion risks and maintain a positive retailer relationship during this process. Conversion shall be implemented while maintaining existing sales, minimizing disruption to retailers' business, and minimizing disruption to players' purchases to the greatest extent possible.

44.11.21.1 Conversion Plan: The Vendor shall submit a Conversion Plan within 30 calendar days of Contract Award. A detailed and final version of the Conversion Plan which, when approved by the Lottery, becomes the basis for the conversion.

The Vendor shall convert all existing files from the current system including thirty-six (36) months of historical data to the new System prior to conversion and the new System shall validate all winning tickets sold prior to conversion with minimal retailer input.

The Vendor and the Lottery shall have weekly conversion reviews at a minimum.

The Vendor will prepare and electronically submit weekly reports to the Lottery that detail progress made toward the goals and deadlines stated in the Conversion Plan.

44.11.21.2 Implementation: The System and components must be delivered, operational, and certified prior to June 24, 2018, and all live operations shall commence at that time. All System equipment, hardware, software, games, and any other operational components must be successfully tested and certified by both the Vendor and the Lottery and in place selling and validating tickets on June 24, 2018.

Completion of System and field tasks after June 24, 2018, indicates that the conversion is "late" and liquidated damages may be assessed.

During implementation, Vendor shall provide sufficient staff to fix any problems found during the Lottery's Acceptance Testing within the timeframe set in the Conversion Plan. Acceptance Testing requirements are described and specified throughout this RFP and have been summarily categorized in the following outline:

- Overall functionality;
- System recovery tests;
- High volume tests;
- System response time;
- Data conversion; and
- Confirmation of accurate accounting and reporting of all transactions over at least two billing cycles.

44.11.21.3 Business Requirements Document: Within seven (7) calendar days after the effective date of Contract, the Vendor shall provide a team of at least three business analysts to thoroughly familiarize themselves with the Lottery's business processes, and retailers' business processes related to the sale of Lottery products. This includes an in-depth review of the Lottery's back office system and the functions that will be migrated to the Vendor's System. This team will observe the business processes and meet with end users as needed.

The Vendor shall deliver a separate Business Requirements Document for each major functional area described in this RFP within 60 calendar days after the effective date of the Contract. At a minimum, the Vendor shall produce a separate Business Requirements Document for the following functional areas: instant and draw games, prize validation and payments, system administration, retailer applications and licensing, retailer management and maintenance, retailer accounting and billing, promotions, validation processing, check writing functions, 1099 and W-2G reporting, annuities, retailer website, business intelligence and reporting, and lottery back office integration.

44.11.21.4 Software Requirements/SRS Documents: Upon receipt of Lottery approval of its Business Requirements Documents, the Vendor shall develop corresponding software requirements specification ("SRS") documents. The Vendor shall deliver these documents to the Lottery for approval no later than 30 days after receipt of approval of its Business Requirements Documents.

The purpose of the SRS documents is to specify the functionality of the software applications that will be provided by the Vendor at startup in support of the Lottery's and the retailers' business processes related to the sale of Lottery products. The SRS documents shall be prepared by the Vendor according to the following minimum requirements:

- Each specification makes reference to a corresponding business requirement or process;

- For each specification the Vendor is to indicate if the functionality exists in the Vendor's base system currently in production with other customers. If it does not exist or if modifications to the base system functionality are required, the Vendor provides an estimate of the time it will take to develop the new functionality or modify the existing functionality; and

- For each specification, the Vendor is to identify how the Lottery may test the functionality in Acceptance Testing and identify how its own staff may test the functionality.

Lottery approval is required for any subsequent changes to SRS documents. The Lottery may identify changes during software development and Acceptance Testing.

44.11.21.5 Acceptance Testing: Acceptance Testing verifies that the Vendor's System performs in compliance with the requirements of this RFP and all subsequently defined Business Requirements Documentation and SRS or future developments. The Lottery will take a comprehensive approach to Acceptance Testing and has the right to perform any acceptance test that it deems necessary. The results of these tests determine whether the Lottery accepts the System and any component the Vendor designs during implementation.

The Lottery retains the sole right for determining the pass or fail decision for each of the acceptance tests performed on components subject to such test prior to installation or implementation by the Vendor for the duration of the Contract. Lottery approval for the implementation of software based on acceptance test results shall not diminish the Vendor's responsibility for the software quality requirements detailed in this RFP.

The Vendor will provide the Lottery with a copy of its test scripts and all test results (interim and final) before the Acceptance Testing date. At a minimum, the Lottery's user acceptance test script shall include, but is not limited to, verification that all aspects of the System defined in the RFP, all business requirements, and all data conversion requirements are met. Additionally all functionality of all equipment and retailer hardware is to be tested to verify performance required to satisfy all specifications of the RFP.

The Vendor shall successfully meet the Lottery's acceptance test requirements no later than two weeks prior to the scheduled installation of any new software or System enhancements. No software shall be submitted to the Lottery for testing that is not fully operational and ready for production.

Once the Vendor resolves all exceptions noted during its testing, the software and hardware will be made available for Lottery Acceptance Testing.

44.11.21.6 Other Conversion and Implementation Staff: A dedicated Technical Project Manager must be assigned to the implementation project and must be on-site throughout Acceptance Testing and conversion period. Implementation and conversion staff must remain assigned to the WV Lottery project no less than 45 days after conversion or until released in writing by the Lottery.

Vendor must provide an accountant with experience on the system on an as-needed basis to assist with creation, corrections, and extensions of System reports (i.e. accounting, administrative reports, security, etc.) during conversion and throughout the life of the Contract. The Lottery reserves the right to accept or reject any Vendor provided accountant.

44.11.22 Problem Escalation Procedure: The Vendor shall provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations and deliver this compilation to the Lottery no later than 60 days after Contract Award.

Each specific resolution procedure provided in the PEP shall detail how a problem will be escalated to resolve issues that arise under the Contract in a timely manner, and, at a minimum, shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Vendor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Vendor's organization who would become involved in resolving a problem; and
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, and holidays) and on an emergency basis.

The PEP should be reviewed and updated annually or more frequently if new issues arise throughout the term of the Contract. The Lottery shall have sole discretion to request and approve updates to the PEP for any new issues that arise or upon first occurrence of any issues not included in the initial PEP that Vendor fails to resolve within an appropriate timeframe or in a manner satisfactory to the Lottery.

44.11.23 Retailer Training: Before the conversion to the new System, the Vendor must provide retailers with training on terminal operation, game procedures and policies, ticket handling, accounting, security, and other functions deemed necessary by the Lottery.

Vendor must provide initial retailer group on-site instruction at regional locations convenient to retailers. Training sites must not exceed more than two hours of travel to a training location for scheduled retailers.

Vendor shall supply training and operation manuals covering all areas of operation for all retailers for the duration of the Contract. Vendor shall supply these manuals in the formats requested by the Lottery at least three weeks prior to any training event; this provision and respective timeframe is also applicable to updated manuals and, consequently, updated training sessions held after System conversion is complete.

44.11.24 Lottery Training: The Vendor must train Lottery staff regarding System concepts, the management workstation abilities and functions, administrative report and query functions, marketing analytics and report functions, accounting functions, security controls and features, and any other services and applications. Training staff must remain on the Lottery project no less than 45 days after conversion to provide trouble-shooting and training through conversion and the first monthly accounting cycle.

44.11.25 Operations Procedures: The Vendor shall create and document the procedures for computer operations staff that shall cover operations at both the PDC and BDC and clearly highlight any differences in operation between the two data centers. Included in these procedures shall be the process for failing over from one data center to the other as well as any failovers of the telecommunications network. The Vendor shall submit its procedures to the Lottery for approval at least 60 days prior to startup date.

44.11.26 Interface Files: The Vendor will provide all interface files between the System and the Lottery in a format that can be processed by standard Microsoft software or appropriate conversion utilities will be provided.

44.11.27 The Vendor must obtain Lottery approval for the ICS third-party vendor, design, operations, maintenance, and any future updates prior to implementation.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Elizabeth (Nikki) Orcutt, Account Development Manager
(Name, Title)
Same as Above
(Printed Name and Title)
1700 MacCorkie Avenue SE, Charleston, WV 25314
(Address)
304-206-3190/681-265-9143
(Phone Number) / (Fax Number)
Elizabeth.Orcutt@IGT.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

IGT Global Solutions Corporation
(Company)
Gendron
(Authorized Signature) (Representative Name, Title)

Joseph S. Gendron, Senior Vice President, WLA North America
(Printed Name and Title of Authorized Representative)
1/31/17
(Date)

401-392-7631/401-392-4810
(Phone Number) (Fax Number)

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2017-08-29

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number: CMA 0705 0705 LOT1700000007

Procurement Folder: 202610

Document Name: GAMING SYSTEM AND SERVICES

Document Description: GAMING SYSTEM AND SERVICES

Procurement Type: Central Master Agreement

Buyer Name: Michelle L Childers

Reason for Modification:

Change Order No. 1 - To increase the annual fee from 4.115% to 4.2822% to allow for a mobile app and to decrease device cost from $3,892,925 to $2,854,800, per the attached documentation.

Telephone: (304) 558-2063

Email: michelle.l.childers@wv.gov

Shipping Method: Best Way

Effective Start Date: 2018-06-28

Free on Board: FOB Dest, Freight Prepaid

Effective End Date: 2025-06-27

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000101085 IGT GLOBAL SOLUTIONS CORP 10 MEMORIAL BLVD PROVIDENCE RI 99999 US **Vendor Contact Phone:** (863) 248-1400 **Extension:** **Discount Percentage:** 0.0000 **Discount Days:** 0	**Requestor Name:** TOMMY YOUNG **Requestor Phone:** (304) 558-0500 **Requestor Email:** bjones@wvlottery.com

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE LOTTERY PO BOX 2067 CHARLESTON WV 25327-2067 US	PURCHASING LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV 25302 US

Total Order Amount	Open End

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
SIGNED BY: William M Sheets	**SIGNED BY:** Paul Anthony Martin	**SIGNED BY:** Beverly Toler
DATE: 2017-08-25	**DATE:** 2017-08-29	**DATE:** 2017-08-29
ELECTRONIC SIGNATURE ON FILE	**ELECTRONIC SIGNATURE ON FILE**	**ELECTRONIC SIGNATURE ON FILE**

Extended Description:

Change Order No. 1 - Issued to increase the annual fee from 4.115% to 4.2822% to allow for a mobile app and to decrease the device cost from $3,892,925 to $2,854,800 per the attached documentation.

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43211512				$0.000000
	Service From	**Service To**			
	2018-06-28	2025-06-27			

Commodity Line Description: GAMING SYSTEM AND SERVICES

Extended Description:
Reference Attachment Revised Cost Sheet *
TO INCREASE ANNUAL FEE FROM 4.115% TO 4.2822% TO ALLOW FOR MOBILE APP.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43211512			EA	$0.000000
	Service From	**Service To**			

Commodity Line Description: HARDWARE: TERMINALS, DISPLAYS, TICKET CHECKERS, ETC.

Extended Description:
Reference Attachment Revised Cost Sheet *
TO DECREASE DEVICE COST FROM $3,892,925 TO $2,854,800.

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

P.O. BOX 2067
CHARLESTON, WV 25327

LOTTERY

PHONE: 304-558-0500
1-800-WVA-CASH

Jim Justice
Governor

Alan H. Larrick
Director

August 9, 2017

W. Michael Sheets, Director
Purchasing Division
Box 50130, State Capitol
Charleston, West Virginia 25305
Via email: David.R.Tincher@wv.gov

RE: **Request for approval of Change Order for RFP LOT17*1- Traditional Lottery System and Services Contract with IGT**

Dear Mr. Sheets,

I write to request your approval of a change order that the Lottery and IGT has mutually agreed upon related to the system and services contract for LOT17*1.

Following the bid opening, the Lottery evaluated the bidder proposal and overall costs. The Lottery and bidder met and have agreed upon the following reduction of equipment quantities, the addition of the mobile convenience application stated as a percentage to be included in the Annual Fee, and lastly, the removal of low volume self-service models.

The Lottery determined that the low volume self-service models (**Section 4.4.5 of the RFP**) will not produce growth, transparency, and availability compared to other selling models provided by the bidder. Therefore, the Lottery has eliminated the need for low volume SSTs as part of the new agreement, and as such they are not included in actual unit counts.

Bidders were required to provide a mobile application solution with the cost to be negotiated with and approved by the Lottery. The mobile convenience application will provide players with game information and play instructions (including virtual play slips), additional security by allowing the player to scan ticket barcodes to determine prize wins to ensure payout integrity when the player cashes at retail, and provides retailer locations near the player and available games at that location. The convenience and ease of the product will enhance marketing and play functions of the Lottery to increase sales. This percentage is inclusive of costs associated with the mobile app design and development, continuing upgrades and maintenance, as well as customer service support for both West Virginia Lottery retailers and players.

The Lottery assessed future growth and selling environments for the traditional gaming system and services contract, and the agreed upon quantities and services will provide a reduction in overall cost and establish growth opportunities, all of which will allow the Lottery to provide more revenue for the state of West Virginia.

IGT's original proposal and cost bid was based on "estimated" units and totaled **$11,793,725**, with the amendments, the cost is now **$11,076,624** for a total cost savings of **$717,101**.

An updated cost sheet and the original cost sheet have been attached for your convenience. Thank you so much for promptly processing this important request. Your attention to moving this forward will help facilitate a timely system conversion based on the scheduled timeline.

Sincerely,

Alan H. Larrick
Director
8/9/17
Date

Jay Gendron
Senior Vice President, WLA/NA Lottery
8/15/17
Date

c: James Meadows, General Counsel for the Division of Purchasing
Elizabeth (Nikki) Orcutt, IGT Account Development Manager – West Virginia

Attachment C: Cost Sheet

A. Base Cost: System Use, Operations and Services Fee:

Note

Annual Fee stated as a percentage of actual draw and instant games net sales, less return "Base Cost".

The Annual fee, provided as a percentage of actual draw and instant games net sales, must be converted to a dollar amount for evaluation. The fee percentage is to be multiplied by the assumed amount of $192 million (representing an estimate of total traditional lottery annual sales, based on FY 2014).

% Fee		4 2822%
	x	$192,000,000
	=	
A-1. Annual Base Cost		**$ 8,221,824.00**

B. Retailer Terminal Units/Devices

An assumed number [based on the specifications found in Section 4.4, Subsections 4.4.1 and 4.4.2] of each unit is shown below, the Lottery may lease different quanties over the life of the contract, the intent of this section is to convert the lease cost to a comparable standard cost for evaluation by each bidder.

Item	Device Type	Annual Lease Cost Per Unit	Assumed Units	Total Device Cost
1	Standard Retailer Terminal Units (Note 1)	$625	1,700	$ 1,062,500.00
2	Customer Display Units	$ 125.00	1,300	$ 162,500.00
3	Keno Monitor Units	$ 135.00	425	$ 57,375.00
4	Ticket Self-Checker Units	$ 125 00	800	$ 100,000.00
5	Wireless Mobile Terminal Units	$ 425.00	5	$ 2,125.00
6	Self-Service Terminal Units (SSTs)	$ 3,500.00	400	$ 1,400,000.00
7	Low Volume Self-Service Terminal Units (SSTs)	$ 3,997.50	-	$ -
8	Digital Jackpot Displays	$ 95.00	500	$ 47,500.00
9	Cash Drawers	$ 19.00	1,200	$ 22,800.00
	B-1. Total Device Costs (sum of 1-8)			**$ 2,854,800.00**

The annual lease costs will not be increased over the term of the contract without Lottery approval.

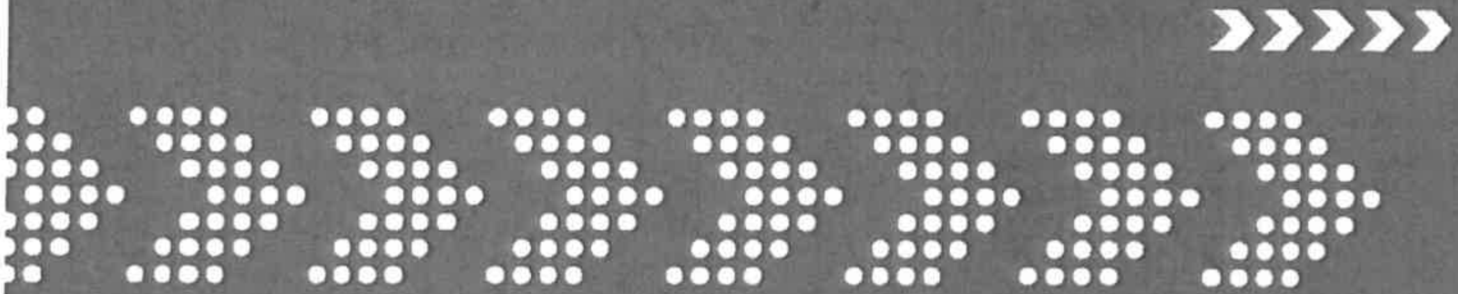
Note 1 Including, but not limited to printer, card reader, chip enabled card reader and graphical user interface.

Total Cost

A-1. Annual Base Cost	$ 8,221,824.00
B-1. Device Costs	$ 2,854,800.00
Bid Total	**$ 11,076,624.00**

COST • ORIGINAL

IGT



IGT'S RESPONSE TO THE

STATE OF WEST VIRGINIA'S RFP FOR A GAMING SYSTEM AND SERVICES

SOLICITATION NUMBER: CRFP 0705 LOT1700000001 | 2017

IGT

February 22, 2017

Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Re: Request for Proposal – Gaming System and Services
West Virginia Lottery: Solicitation No.: CRFP 0705 LOT1700000001

Dear Purchasing Division:

With this letter, IGT Global Solutions Corporation ("IGT") submits its cost proposal in response to Request for Proposal – Gaming System and Services, Solicitation No. CRFP 0705 LOT1700000001 (the "RFP").

We are proud to be the current lottery gaming system and related services provider to the West Virginia Lottery (the "Lottery") and welcome the opportunity to build upon this long-standing and productive relationship. If IGT is selected as the successful vendor, the Lottery can be assured of the same high level of service, integrity, and security that it currently provides for West Virginia's lottery operations today. Additionally, we are committed to working with the Lottery to increase operational efficiencies and sales through the many features and functions that IGT's new technology will provide.

IGT proposes its latest lottery system, retailer terminals, associated equipment and communications network. They have each been carefully developed to facilitate growth of lottery sales and provide the Lottery with an innovative and, most important, reliable solution. We will also provide a timely conversion that strictly adheres to the conversion plan timeline and all requisite quality assurance and acceptance testing requirements.

IGT employs a *Customer First* philosophy. This customer-centric ideology is the framework around which our long-lasting customer relationships are forged and our professional expertise is skillfully delivered. Customer First means that the Lottery will receive reliable, customized collaboration based upon the consistent quality service standards we apply to every customer account. This approach has become a time-tested and proven methodology for listening, learning, and collaborating to ensure that the Lottery is the beneficiary of a positive and productive partnership that exceeds expectations.

We are committed to responsible gaming and will adhere to the Lottery's socially responsible gaming framework, government legislation and rules. This commitment is demonstrated by our ongoing investment in new and creative features and functions in this area, including age control, customer relationship management, player tracking, and analytics.

Should the Purchasing Division or the Lottery have any questions concerning our response or would like to further discuss our proposal, please feel free to contact either me or Elizabeth (Nikki) Orcutt, the Account Development Manager for our West Virginia operations (contact information below).

Elizabeth (Nikki) Orcutt
Account Development Manager, West Virginia Lottery
IGT Global Solutions Corporation
1700 MacCorkle Avenue, SE
Charleston, WV 25314
Phone: 304-206-3190
Mobile: 304-552-3079
Fax: 681-265-9143
Email: Elizabeth.Orcutt@IGT.com

Thank you for this exciting opportunity to present IGT's enclosed proposal to the West Virginia Purchasing Division and the Lottery for your consideration.

Best regards,

Joseph S. Gendron

Joseph S. Gendron
Senior Vice President, WLA North America
IGT Global Solutions Corporation
10 Memorial Boulevard
Providence, RI 02903
Phone: 401-392-7631
Email: Jay.Gendron@IGT.com

Attachment C: Cost Sheet 12/21/2016

Cost information as detailed in the Request for Proposal must be submitted in a separate sealed envelope.
The outside of the envelope should be clearly marked COST.

Cost information related to this procurement consists of two broad areas: (1) Base Cost, and (2) Total Device Costs.

As defined in the project description [Section 4.4: Project, Goals, and Objectives] of this RFP, **Base Cost** SHALL include all equipment and services detailed in Section 4.4, Subsections 4.1, 4.2, 4.3, 4.4.10, 4.4.11, 4.4.13, 4.5, 4.6 (excluding Subsection 4.6.2), 4.7 (excluding Subsection 4.7.8), and 4.8 unless otherwise specified therein. TOTAL COST must be completed by all Vendors and equals the total sum of A-1 and B-1 [A-1+B-1= **TOTAL COST**].

Data Entry Cells are highlighted:

A. Base Cost: System Use, Operations and Services Fee:

Note

Annual Fee stated as a percentage of actual draw and instant games net sales, less return "Base Cost".

The Annual fee, provided as a percentage of actual draw and instant games net sales, must be converted to a dollar amount for evaluation. The fee percentage is to be multiplied by the assumed amount of $192 million (representing an estimate of total traditional lottery annual sales, based on FY 2014).

% Fee		4.115%
	x	$192,000,000
A-1. Annual Base Cost		**$ 7,900,800.00**

B. Retailer Terminal Units/Devices

An assumed number [based on the specifications found in Section 4.4, Subsections 4.4.1 and 4.4.2] of each unit is shown below, the Lottery may lease different quanties over the life of the contract, the intent of this section is to convert the lease cost to a comparable standard cost for evaluation by each bidder.

Item	**Device Type**	**Annual Lease Cost Per Unit**	**Assumed Units**	**Total Device Cost**
1	Standard Retailer Terminal Units (Note 1)	$ 625.00	2,000	$ 1,250,000.00
2	Customer Display Units	$ 125.00	1,200	$ 150,000.00
3	Keno Monitor Units	$ 135.00	350	$ 47,250.00
4	Ticket Self-Checker Units	$ 125.00	1,200	$ 150,000.00
5	Wireless Mobile Terminal Units	$ 425.00	5	$ 2,125.00
6	Self-Service Terminal Units (SSTs)	$ 3,500.00	400	$ 1,400,000.00
7	Low Volume Self-Service Terminal Units (SSTs)	$ 3,997.50	200	$ 799,500.00
8	Digital Jackpot Displays	$ 95.00	750	$ 71,250.00
9	Cash Drawers	$ 19.00	1,200	$ 22,800.00
	B-1. Total Device Costs (sum of 1-8)			**$ 3,892,925.00**

The annual lease costs will not be increased over the term of the contract without Lottery approval.

Note 1 Including, but not limited to printer, card reader, chip enabled card reader and graphical user interface.

Total Cost

A-1. Annual Base Cost	$ 7,900,800.00
B-1. Device Costs	$ 3,892,925.00
Bid Total	**$ 11,793,725.00**

WV-96
Rev. 5/16

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** -- Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** -- Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** -- Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** -- Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** -- All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parities. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: WEST VIRGINIA LOTTERY
Signed: Becky Jones
Title: Contract Manager
Date: 8/16/2017

VENDOR

Company Name: IGT Global Solutions Corporation
Signed:
Title: SVP, WLA North America
Date: August 15, 2017

Danielle E. Boyd, Esq
Managing General Counsel
e-mail: dboyd@wvlottery.com

P. O. Box 2067 • Charleston, WV 25327
900 Pennsylvania Avenue, • Charleston, WV 25302
Office. 304/558-0500 ext. 293 • Cell # 304/380-4551 • 1-800-WVA-CASH

my **Linked** in profile

From: Orcutt, Elizabeth [mailto:Elizabeth.Orcutt@IGT.com]
Sent: Thursday, August 24, 2017 10:14 AM
To: Danielle E. Boyd
Cc: Daniels, Peter; Cedor, Matt; Tommy Young; Kayla Brown; Sheets, Mike - Purch (William.M.Sheets@wv.gov); James.D.Meadows@wv.gov; Jeramie Gibson
Subject: RE: Lot 17*1 Change Order- Final Terms and Conditions for Change Order

Danielle,
The final addendum to the letter dated August 9, 2017 accurately reflects all edits requested by IGT, and is approved for submission to the WV State Purchasing Division to execute the change order for LOT1700000001.

Thank you,
Nikki

Elizabeth (Nikki) Orcutt
Account Development Manager
West Virginia

1700 MacCorkle Ave., SE
Charleston, WV 25314
Phone: +1 304.206.3190
Mobile: +1 304.552.3079
Fax: +1 681.265.9143
E-mail: Elizabeth.Orcutt@IGT.com

From: Danielle E. Boyd [mailto:DBoyd@wvlottery.com]
Sent: Thursday, August 24, 2017 9:33 AM
To: Orcutt, Elizabeth <Elizabeth.Orcutt@IGT.com>
Cc: Daniels, Peter <Peter.Daniels@IGT.com>; Cedor, Matt <Matthew.Cedor@IGT.com>; Tommy Young <TYoung@wvlottery.com>; Kayla Brown <KBrown@wvlottery.com>; Sheets, Mike - Purch (William.M.Sheets@wv.gov) <William.M.Sheets@wv.gov>; James.D.Meadows@wv.gov

Subject: Lot 17*1 Change Order- Final Terms and Conditions for Change Order
Importance: High

Nikki,

Please review the following which includes all language and edits requested by IGT to properly reflect the terms of the change order request submitted to the WV Division of Purchasing; the Lottery agrees to the following:

Final Addendum to August 9, 2017, Letter:
The request for change order dated August 9, 2017, and signed by both IGT and the Lottery, was executed pursuant to the same terms and conditions as provided in the RFP and the effective date will remain the same. The parties further agree and corroborate that the lottery mobile convenience app subject to the agreed upon change order is included in the technical specifications of the RFP (Section 4.7.8), and specifically the Vendor's response to Section 4.7.8; Pages 83-84, which defines the scope of the deliverables, including the baseline features and functionality as illustrated. Please note that this change order will include only the "Convenience Features" (exclusive of Second Chance Entry) listed in orange in Figure 4.7-24, and will not include the "E-Commerce Features" listed in blue in Figure 4.7-24 or any other iLottery or E-Commerce wagering features as listed or described in Section 4.7.8. The relevant pages of the response have been attached to this email and shall be incorporated by reference in the final Change Order.

The Lottery and Division of Purchasing respectfully requests that IGT review and provide confirmation that the paragraph above as well as all related documentation in regards to the August 9, 2017, letter requesting approval of the Change Order. To confirm, please respond to this email and acknowledge that the information, deliverables, and payment for the lottery mobile convenience app is accurate, supporting documentation has been provided, and the intent of the parties has been clearly defined.

Director Sheets and Mr. Meadows, once we receive confirmation from IGT, we ask that this please be expedited for approval as it is critical that the change order be completed by August 30, 2017. I have preserved the entirety of the email chain below, but have restated IGT's explanation of why this date is so critical below:

"Also, as I know you are fully aware, any further delays in timely executing this contract amendment will result in changes to your scheduled "go live" date for conversion to the new WV Lottery Gaming System. I realize you are working closely with the WV State Purchasing Division to expedite this process, but it is critical that we have this completed by August 30, 2017, in order to avoid disappointment of anticipated project timelines, as our schedule will need to be modified by our Technology Team to ensure stated software deliverables are developed and fully tested by both IGT, the customer and any third-party testing agent the Lottery may choose to validate system functionality."

Thanks again so very much for all of your help on this matter.

Danielle E. Boyd, Esq
Managing General Counsel
e-mail: dboyd@wvlottery.com

P.O. Box 2067 • Charleston, WV 25327
900 Pennsylvania Avenue • Charleston, WV 25302
Office 304/558-0500 ext. 293 • Cell # 304/380-4551 • 1-800-WVA-CASH

my Linked in profile

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Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2019-07-24

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0705 0705 LOT1700000007	**Procurement Folder:**	202610
Document Name:	GAMING SYSTEM AND SERVICES	**Reason for Modification:**	CHANGE ORDER 2 TO RENEW PERFORMANCE BOND EFFECTIVE DATES 6/28/19-6/28/20
Document Description:	GAMING SYSTEM AND SERVICES		
Procurement Type:	Central Master Agreement		
Buyer Name:	Brittany E Ingraham		
Telephone:	(304) 558-2157		
Email:	brittany.e.ingraham@wv.gov		
Shipping Method:	Best Way	**Effective Start Date:**	2018-06-28
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2025-06-27

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000101085 IGT GLOBAL SOLUTIONS CORP 10 MEMORIAL BLVD PROVIDENCE RI 99999 US **Vendor Contact Phone:** (999) 999-9999 **Extension:** **Discount Percentage:** 0.0000 **Discount Days:** 0	**Requestor Name:** Jodi R Hash **Requestor Phone:** (304) 558-0500 **Requestor Email:** jhash@wvlottery.com

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE LOTTERY PO BOX 2067 CHARLESTON WV 25327-2067 US	PURCHASING LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV 25302 US

Total Order Amount	Open End

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
SIGNED BY: Guy Nisbet **DATE:** 2019-07-16 **ELECTRONIC SIGNATURE ON FILE**	**SIGNED BY:** John S Gray **DATE:** 2019-07-24 **ELECTRONIC SIGNATURE ON FILE**	**SIGNED BY:** Beverly Toler **DATE:** 2019-07-24 **ELECTRONIC SIGNATURE ON FILE**

Extended Description:

Change Order No. 2 - TO RENEW PERFORMANCE BOND EFFECTIVE 6/28/19-6/28/20

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43211512				$0.000000
	Service From	**Service To**			
	2018-06-28	2025-06-27			

Commodity Line Description: GAMING SYSTEM AND SERVICES

Extended Description:

Reference Attachment Revised Cost Sheet *
TO INCREASE ANNUAL FEE FROM 4.115% TO 4.2822% TO ALLOW FOR MOBILE APP.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43211512			EA	$0.000000
	Service From	**Service To**			

Commodity Line Description: HARDWARE: TERMINALS, DISPLAYS, TICKET CHECKERS, ETC.

Extended Description:

Reference Attachment Revised Cost Sheet *
TO DECREASE DEVICE COST FROM $3,892,925 TO $2,854,800.

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

IGT

June 7, 2019

Elizabeth Orcutt
IGT Global Solutions Corporation
1700 MacCorkle Ave SE
Charleston, WV 25314

RE: West Virginia – Gaming System and Services CRFP LOT1700000001

Dear Nikki:

Per Cindy Rafanelli's email dated June 7th, 2019, enclosed is the new Performance bond number SUR0055243 with Argonaut Insurance Company (Agro) for the term 6/28/19 through 6/28/20.

Please feel free to contact me should you have any questions.

Best regards,

Kim Roberts

Kim Roberts
Risk Analyst II

Enclosures

10 Memorial Boulevard | Providence, RI 02903 USA | www.igt.com
Kim.RobertsJR@IGT.com T: 401-392-7194

PERFORMANCE BOND

Bond No. SUR0055243

KNOW ALL MEN BY THESE PRESENTS:

That IGT Global Solutions Corporation 10 Memorial Boulevard Providence, RI 02903

(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and Argonaut Insurance Company

(Surety name and complete address including ZIP Code)

225 W. Washington, 24th Floor Chicago, IL 60606 a corporation organized and existing under the laws of the State of Illinois, with its principal office in the County of Cook, Illinois as Surety, hereinafter called Surety, are held firmly bound unto State of West Virginia, Department of Purchasing

(Owner name, complete address including ZIP Code and legal title)

2019 Washington Street East P.O. Box 50130 Charleston, WV 25305-0130

as Obligee, hereinafter called Owner, in the amount of Eleven Million Seven Hundred Ninety Three Thousand Seven Hundred Twenty Five Dollars and No Cents

Dollars ($11,793,725.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated with an effective date of June 28, 2019 entered into a contract with Owner for Gaming System and Services

CRFP LOT1700000001

in accordance with drawings and specifications prepared by the State of West Virginia and in accordance with the terms and conditions outlined in CRFP LOT 1700000001 specifically those found in Section 7 Performance Bond. This term of the bond will be for the period June 28, 2019 to June 27, 2020 and renewed annually thereafter.

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of Owner.

Signed and sealed this * 7th day of June 2019

Principal Corporate Seal

IGT Global Solutions Corporation (Seal)

(Contractor Name)

BY: Claudio (Seal)

(Must be President, Vice President, Owner, Partner, Manager, Member, or other duly Authorized Agent)

Claudio Demolli , Vice President and Treasuer

(Title)

Surety Corporate Seal

Argonaut Insurance Company

(Surety)

BY: Cynthia A Rafanelli (Seal)

Cynthia A. Rafanelli, Attorney-in-fact

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF ______

2. County of ______ to-wit:

3. I, ______, a Notary Public in and for the

4. county and state aforesaid, do hereby certify that ______ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.

5. Given under my hand this ______ day of ______ 20 ______

6. Notary Seal

7. ______ (Notary Public)

8. My commission expires on the ______ day of ______ 20 ______

Acknowledgment by Principal if Corporation

9. STATE OF Rhode Island

10. County of Providence to-wit:

11. I, LORI J. LEE, a Notary Public in and for the

12. county and state aforesaid, do hereby certify that Claudio Demolli

13. who as, Vice President and Treasurer signed the foregoing writing for

14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.

15. Given under my hand this 7th day of June 20 19

16. Notary Seal

Lori J. Lee
Notary Public
State of Rhode Island
Commission No. 762134
My Commission Expires: 3-1-22

17. Lori J. Lee (Notary Public)

18. My commission expires on the 1st day of March 20 22

Acknowledgment by Surety

19. STATE OF Rhode Island

20. County of Providence to-wit:

21. I, LORI J. LEE, a Notary Public in and for the

22. county and state aforesaid, do hereby certify that Cynthia A. Rafanelli

23. who as, Attorney-in-fact signed the foregoing writing for

24. Argonaut Insurance Company a corporation,

has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.

25. Given under my hand this 7th day of June 20 19

26. Notary Seal

Lori J. Lee
Notary Public
State of Rhode Island
Commission No. 762134
My Commission Expires: 3-1-22

27. Lori J. Lee (Notary Public)

28. My commission expires on the 1st day of March 20 22

Sufficiency in Form and Manner of Execution Approved

This ______ day of ______ 20____.

Attorney General

By: ______ (Deputy Attorney General)

AS-0150066

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

David J. Wilmot, Cynthia A. Rafanelli

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company

by: Joshua C Betz

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M. MEEKS
Notary Public, State of Texas
Comm. Expires 07-15-2021
Notary ID 557902 8

Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 7th day of June 2019

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

IGT

October 13, 2021

John A. Myers
Lottery Director
West Virginia Lottery
900 Pennsylvania Avenue
Charleston, WV 25302

Re: IGT Sole Source Contract with the West Virginia Lottery

Dear John:

IGT Global Solutions Corporation ("IGT") is pleased to offer the West Virginia Lottery (the "Lottery") an equipment pricing list for a sole source contract. The Lottery may place equipment orders from the sole source contract, and the following terms and conditions will apply.

Terms and Conditions

- This Letter Agreement must be signed by both parties by October 15, 2021, the signed Letter Agreement and any associated sole source contract must be approved by all necessary West Virginia State Agencies, and the Lottery must place orders by the dates specified in the pricing table below before IGT will begin production of any referenced equipment.

- IGT will deliver any timely ordered equipment to IGT's warehouse in West Virginia. Global supply chain issues may affect delivery times, notwithstanding the estimated delivery dates set forth in the below table.

- The pricing in this Letter grants the Lottery the right to use the equipment ordered for the specified term of the lease only. It also includes shipping, taxes, installation, and maintenance costs for the term of the lease only.

- The pricing is provided in annual price per unit format, but IGT will invoice the Lottery in quarterly increments (annual price per unit divided by four). The lease term and invoicing period is specified in the pricing table below. The Lottery will remit payment within 30 days of receipt of each invoice.

- Should this Letter Agreement and any associated sole source contract not be approved by any West Virginia State Agency required to approve the same prior to contract commencement, this Letter Agreement and any associated sole source contract shall be considered null, void and of no force and effect. Any failure to obtain approval of this Letter Agreement and any associated sole source contract from any West Virginia State Agency required to approve the same shall not be considered a breach of this Agreement and any associated sole source contract entitling either party to damages therefrom.

- Other than new equipment pricing as indicated in this Letter Agreement, the Parties hereto agree to be bound by the same terms and conditions as set forth in that certain Traditional Lottery Contract between the parties described as "CMA LOT17*07" with a commencement date of June 28, 2018.

Pricing List

Equipment Type	Minimum Order Size	ANNUAL PRICE PER UNIT 3-Year Lease Order by 10/31/2021 Receive by 6/30/2022	ANNUAL PRICE PER UNIT 2-Year Lease Order by 10/31/2022 Receive by 6/30/2023
Standard Retailer Terminal Unit Bundle **- Altura Flex Retailer Terminal** **- Accutherm Ultra Printer** **- 22" LCD ESMM Customer Display Unit** **- Wired external barcode reader**	**50**	**$1,524.00**	**$2,104.00**
32" Keno Kit **- LCD TV** **- Video Controller Unit** **- Cabling & Mount**	**50**	**$437.00**	**$625.00**
WinCheck Ticket Self-Checker Units	**50**	**$334.00**	**$464.00**
Cashless Ready GT20 Self-Service Vending	**100**	**$7,375.00**	**$10,529.00**
Cashless Ready GT28 Self-Service Vending	**200**	**$9,085.00**	**n/a**

Notes:

1. The lease term (and invoicing period) for the 3-year option is July 1 2022 to June 30 2025

2. The lease term (and invoicing period) for the 2-year option is July 1 2023 to June 30 2025

Thank you for the opportunity to present the above pricing for IGT's equipment to the West Virginia Lottery. Our Account Manager, Elizabeth Orcutt, and I are available to discuss this Letter at your convenience.

Sincerely,

Matthew Cedor
Regional Vice President
North America Lottery
IGT Global Solutions Corporation
10 Memorial Boulevard
Providence, RI 02903
Office: (401) 392-2625
Mobile: (401) 744-0517
Email: matthew.cedor@igt.com

Acknowledged and Agreed
For West Virginia Lottery

John A. Myers

Name:

Title: Director

Date: 10/14/21

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378
FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURED

IGT Global Solutions Corporation
Atten: David Wilmot
10 Memorial Boulevard
Providence, RI 02903

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Indemnity Insurance Company of North Ameri	43575
INSURER B :	Travelers Property Casualty Company of Ame	25674
INSURER C :	XL Specialty Insurance Company	37885
INSURER D :	National Union Fire Insurance Company of P	19445
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: W21410847

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		OGLG72489317	06/30/2021	06/30/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ ☐	Y		TC2JCAP101D7011TIL-21	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-6P317927-21-51-K	06/30/2021	06/30/2022	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Fidelity Bond			US00110613BL21A	06/30/2021	06/30/2022	Employee Dishonesty	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CRFPMLOT 1700000001
SEE ATTACHED

CERTIFICATE HOLDER

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
P O Box 50130
Charleston, WV 25305-0130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie M Powers

AGENCY CUSTOMER ID:
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		**NAMED INSURED** IGT Global Solutions Corporation Atten: David Wilmot 10 Memorial Boulevard Providence, RI 02903
POLICY NUMBER See Page 1		
CARRIER See Page 1	**NAIC CODE** See Page 1	**EFFECTIVE DATE:** See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Note: Public Liability is synonymous with General Liability and Auto Liability.
The State of West Virginia is additional insured with respect to General Liability coverage and Loss Payee with respect to Fidelity (Crime) coverage as required by contract.

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
POLICY NUMBER: 42854577 EFF DATE: 06/30/2021 EXP DATE: 06/30/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Errors & Omissions	Aggregate Limit	$5,000,000

SR ID: 21279993 BATCH: 2147474 CERT: W21410847

Page 1 of 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378
FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Indemnity Insurance Company of North Ameri	43575
INSURER B :	Travelers Property Casualty Company of Ame	25674
INSURER C :	Factory Mutual Insurance Company	21482
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
IGT Global Solutions Corporation
Atten: David Wilmot
10 Memorial Boulevard
Providence, RI 02903

COVERAGES

CERTIFICATE NUMBER: W21396773

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			OGLG72489317	06/30/2021	06/30/2022	EACH OCCURRENCE	$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
	☐						MED EXP (Any one person)	$ 10,000
	☐						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐ ☐							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-6P317927-21-51-K	06/30/2021	06/30/2022	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Commercial Property			1082278	06/30/2021	06/30/2022	See Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Instant Ticket RFQ LOT1700000005

All Risk Coverage on all Real & Personal Property, replacement cost value. Includes mechanical breakdown and extra expense.

CERTIFICATE HOLDER

State of West Virginia
Dept. of Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julia M Powers

SR ID: 21276133 BATCH: 2146415