

1669 Lexington Avenue - Suite
B Mansfield • Ohio 44907
419-526-4700



136 South Stygler Rd
PO. Box 30071
Gahanna, Ohio 43230
614-475-4768

To:

Brittany Ingraham

Senior Buyer

WV Department of Administration

2019 Washington Street, East

Charleston, WV 25305

Re: Bid CRFQ LOT 1900000002 West Virginia Blanket bonding for Limited Video Lottery

Dear Brittany Ingraham,

Thank you for the opportunity to bid on this blanket bond. Please find attached the rates and a sample bond form from Western Surety Company/CNA Surety. CNA is willing to mirror the current bond form if West Virginia would prefer but we have not had access to it up to this point. CNA is one of the largest surety writers in the country with a strong financial position. Hamilton Insurance Group has many years of surety experience and is the largest surety agent for Ohio lottery bonds. CNA is willing to discuss any changes requested.

Sincerely,

Michael Hamilton

Director/Vice President

RECEIVED

2019 FEB 20 AM 9:41

WV PURCHASING
DIVISION

**REQUEST FOR QUOTATION
Blanket Bonding of Permit Holders**

EXHIBIT A PRICING PAGE

- A. Cost Per \$1,000 of Coverage; No deductible \$ 7.00
- B. Cost Per \$1,000 of Coverage; \$10,000 deductible \$ 6.50
- C. Cost Per \$1,000 of Coverage; \$25,000 deductible \$ 6.00
- D. Cost Per \$1,000 of Coverage; \$50,000 deductible \$ 5.50

Please Note:

*Vendor must provide a copy of the Best Trend Report for the current year. It is preferred that this is provided with the bid, however, may be requested prior to award.

**It is the Lottery's intention to purchase a minimum of \$2,000 of coverage for each LVL permit.

VENDOR NAME	Western Surety Company (Surety) Via Hamilton Insurance Group, Inc. (Agent)
VENDOR ADDRESS	(Hamilton Insurance Group) 1669 Lexington Ave. STE B Mansfield, OH 44907
VENDOR CONTACT	Michael Hamilton
VENDOR CONTACT TITLE	Director/Vice President
CONTACT SIGNATURE	
VENDOR PHONE	419-526-4700
CONTACT EMAIL ADDRESS	michael@hamiltonins.net



Michael Hamilton <michael@hamiltonins.net>

WV Bond

Birch, Kevin W. <Kevin.Birch@cnaSurety.com>
To: Michael Hamilton <michael@hamiltonins.net>

Fri, Feb 8, 2019 at 4:13 PM

Michael,

This email is in keeping with our conversation.

As per our discussions, we approve the \$18,000,000 Limited Video Lottery Blanket Bond for the WV Lottery based upon the following pricing structure and bond form requirements:

- \$7.00 per thousand for no deductible
 - \$6.50 per thousand for a \$10,000 deductible
 - \$6.00 per thousand for a \$25,000 deductible
 - \$5.50 per thousand for a \$50,000 deductible
-
- Principal is West Virginia Permit Holders (that addresses the attached schedule)
 - Obligee is the West Virginia Lottery
 - Blanket limit is roughly \$18,000,000 or \$2,000 per permit
 - Bond form limits claims to \$2,000 per permit
 - Bond form contains wording making it annually renewable and non-renewal would not cause a claim

Attached above is a draft bond form with the language mentioned above included. Commission is 25% with the special rating identified above.

Please let me know when you receive the state's Q&A and if you receive any further feedback from competition. Just let me know if you have questions.

Best Regards,

Kevin W. Birch, CCIFP, AFSB | Regional AVP | **CNA** Surety Corporation | 550 Polaris Parkway, Suite 100 | Westerville, OH 43082 | 614-818-7898 | kevin.birch@cnaSurety.com

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 **West Virginia Limited Video Lottery Blanket Bond.docx**
17K



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Western Surety Company

A.M. Best #: 000974 NAIC #: 13188 FEIN #: 460204900

Administrative Office [View Additional Address Information](#)

151 North Franklin Street
Chicago, IL 60606
United States

Web: www.cnasurety.com

Phone: 312-822-5000

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations



[View additional news, reports and products for this company](#)

Based on A.M. Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A (Excellent)
Financial Size: XIV (\$1.5 Billion to \$2 Billion)
Category: Billion
Outlook: Stable
Action: Affirmed
Effective Date: July 05, 2018
Initial Rating Date: June 30, 1922

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Gregory Dickerson
Senior Director: Michael J. Lagomarsino, CFA, FRM
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: a
Outlook: Positive
Action: Affirmed
Effective Date: July 05, 2018

Disclosure Information

Disclosure Information Form
[View A.M. Best's Rating Disclosure Form](#)

Press Release
[A.M. Best Revises Issuer Credit Rating Outlook to Positive for CNA Financial Corporation and Its Subsidiaries](#)

Initial Rating Date: June 21, 2005

July 05, 2018

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date Rating

7/5/2018	A
6/14/2017	A
2/23/2016	A
12/16/2014	A
12/18/2013	A

Long-Term Issuer Credit Rating

Effective Date Rating

7/5/2018	a
6/14/2017	a
2/23/2016	a
12/16/2014	a
12/18/2013	a

Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
019498	Western Surety Group (CS)	Represents Property/Casualty business of this legal entity.
018214	Western Surety Group (SG) Rating Unit	Represents the A.M. Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit Reports



[Best's Credit Report \(Download PDF\)](#) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 7/25/2018 (represents the latest significant change).



Historical Reports are available in [Best's Credit Report Archive](#).

View additional [news](#), [reports](#) and [products](#) for this company.

Press Releases

Date ▾	Title
Jul 05, 2018	A.M. Best Revises Issuer Credit Rating Outlook to Positive for CNA Financial Corporation and Its Subsidiaries
Jun 14, 2017	A.M. Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Feb 23, 2016	A.M. Best Affirms Ratings of CNA Financial Corporation and Its Subsidiaries; Assigns Rating to New Senior Notes
Dec 16, 2014	A.M. Best Affirms Ratings of CNA Financial Corporation and Its Subsidiaries
Dec 18, 2013	A.M. Best Affirms Ratings of Western Surety Company and Its Subsidiaries
Jan 11, 2013	A.M. Best Affirms Ratings of Western Surety Company and Its Subsidiaries
Apr 05, 2012	A.M. Best Affirms Ratings of Western Surety Group and Its Members
Feb 08, 2010	A.M. Best Affirms Ratings of CNA Surety Corporation and Its Subsidiaries
Dec 16, 2008	A.M. Best Affirms Ratings of CNA Surety Corporation and Its Subsidiaries
Dec 18, 2007	A.M. Best Affirms Ratings of CNA Surety Corporation and Its Subsidiaries

Page size: 10 ▾ 17 items in 2 pages

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West Virginia Limited Video Lottery Blanket Bond

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That we, West Virginia Lottery Permit Holders – Per Schedule Attached, (hereinafter called the Principal), as Principal, and Western Surety Company, duly organized under the laws of the State of South Dakota, (hereinafter called the Surety), as Surety, are held and firmly bound unto The State of West Virginia Lottery, (hereinafter called the Obligee), in the sum of Eighteen Million (\$18,000,000) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated _____, where said West Virginia Lottery Permit Holders listed in the attached schedule are liable for their own net gaming revenue owed to the State Lottery Commission each month, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW THEREFORE, if the Principal shall satisfy its performance and financial obligations to the Obligee in accordance with the terms of said contract, then this bond shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, this bond is subject to the following conditions and provisions:

1. This bond is for the one year term beginning _____, 2019 and ending _____, 2020.
2. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond for subsequent terms under said contract shall constitute loss to the Obligee recoverable under this bond.
3. This bond may be extended for additional one year terms at the sole option of the Surety, by Continuation Certificate executed by the Surety, but regardless of the number of extensions for additional one year terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year or period to period. In addition, in no event shall the liability of the Surety exceed the penal sum stated in this bond and in no event shall the liability of the Surety exceed \$2,000 per video lottery terminal or permit.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same is brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this _____ day of _____, _____

WEST VIRGINIA LOTTERY PERMIT HOLDERS – PER SCHEDULE ATTACHED
Principal

By: _____

WESTERN SURETY COMPANY
Surety

By: _____
Attorney-in-Fact



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2019

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 Hamilton Insurance Group, Inc. 1669 Lexington Avenue Ste B Mansfield OH 44907		CONTACT NAME: Ronda Stone PHONE (A/C, No, Ext): (419) 526-4700 FAX (A/C, No): (419) 632-6007 E-MAIL ADDRESS: Contact@hamiltonins.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Massachusetts Bay Insurance Co	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1921903022 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		OBD037577	09/01/2018	09/01/2019	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						PERSONAL & ADV INJURY	\$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						GENERAL AGGREGATE	\$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PRODUCTS - COMP/CP AGG	\$ 4,000,000
							Employee Benefits	\$ 500,000
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of West Virginia is listed as a additional insured on the general liability policy.

CERTIFICATE HOLDER State of West Virginia Lottery 900 Pennsylvania Ave. Charleston WV 25302	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 <i>Ronda L. Stone</i>
---	---

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Hamilton Insurance Group, Inc. Address: 1669 Lexington Ave. STE B
Mansfield, OH 44907

Name of Authorized Agent: Michael Hamilton Address: 1669 Lexington Ave, STE B, Mansfield, OH 44907

Contract Number: CRFQ LOT1900000002 Contract Description: Blanket Bonding for limited video lottery

Governmental agency awarding contract: Lottery

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

Western Surety Company

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below. Kevin Birch (Western Surety)

Signature: Michael Hamilton

Date Signed: 2-19-2018

Notary Verification

State of Ohio, County of Richland:

I, Michael Hamilton, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 19 day of February, 2018.

Tammy Smalley
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



Tammy Smalley
Notary Public
State of Ohio
My Commission
Expires June 8, 2018

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Western Surety Company(Surety) Via Hamilton Insurance Group, Inc. (Agency)

Authorized Signature: Michael Hamilton Date: 02/19/2019

State of Ohio

County of Richland, to-wit:

Taken, subscribed, and sworn to before me this 19 day of February, 2019.

My Commission expires 11-8, 2022.



Jeremy Smallstey
Notary Public
State of Ohio
My Commission Expires 11-8-22

NOTARY PUBLIC [Signature]

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ LOT19*02

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Hamilton Insurance Group, Inc.

Company



Authorized Signature

02/19/2019

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 33 - Service - Misc

Proc Folder: 536336

Doc Description: BLANKET BONDING FOR LIMITED VIDEO LOTTERY

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-01-28	2019-02-13 13:30:00	GRFQ 0705 LOT1900000002	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Western Surety Company(Surety) Via Hamilton Insurance Group(Agent)
 1669 Lexington Ave STE B
 Mansfield, OH 44907
 419-526-4700

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X *Michael Hamilton* FEIN# 34-1704045

DATE 02/19/2019

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery and any other state agency that desires to utilize this contract to establish an open-end contract for Blanket Bonding of Permit Holders, per the bid requirements, specifications, terms and conditions attached to this solicitation.

The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

*Online submission is prohibited. Please see Exhibit A Pricing Page. Vendor must include pricing page with their bid at the time of bid submission.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SEE EXHIBIT A PRICING PAGE	0.00000	UNIT		

Comm Code	Manufacturer	Specification	Model #
84000000			

Extended Description :

*Online submission is prohibited. Please see Exhibit A Pricing Page. Vendor must include pricing page with their bid at the time of bid submission.

THE WEST VIRGINIA LOTTERY IS SOLICITING BIDS TO PROCURE THE SERVICES OF A QUALIFIED VENDOR TO PROVIDE BLANKET BONDING OF WEST VIRGINIA LIMITED VIDEO LOTTERY (LVL) PERMIT HOLDERS AS DESCRIBED IN THE ATTACHED SPECIFICATIONS FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020.

LOT1900000002	Document Phase Draft	Document Description BLANKET BONDING FOR LIMITED VIDEO LOTTERY	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 31, 2019 at 10:00 AM

Submit Questions to: Brittany Ingraham
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Brittany.E.Ingraham@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: BLANKET BONDING FOR LIMITED VIDEO LOTTERY
BUYER: Brittany Ingraham
SOLICITATION NO.: CRFQ LOT1900000002
BID OPENING DATE: February 13, 2019
BID OPENING TIME: 1.30 PM
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: February 13, 2019 at 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wVOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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 JULY 1, 2019 and extends for a period of ONE (1) 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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 a 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 the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, 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.

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. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 500,000 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. 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.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. 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.

13. 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.

14. PAYMENT IN ARREARS: 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.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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 § 148-1-5.2.b.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. 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.
- 22. COMPLIANCE WITH LAWS:** 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.
- SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. 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.

- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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"), provided that both the Other Government Entity and the Vendor agree. 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. 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 of such operations, from steel made by the open hearth, 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

Michael Hamilton VP/Director
 (Name, Title)
 Michael Hamilton, Director/Vice President

1669 Lexington Ave. STE B, Mansfield, OH 44907
 (Printed Name and Title)
 (Address)

419-526-4700/419-632-6007
 (Phone Number) / (Fax Number)

management@hamiltonins.net
 (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.

Hamilton Insurance Group, Inc.
(Company)

Michael Hamilton Director/Vice President
(Authorized Signature) (Representative Name, Title)

Michael Hamilton Director/Vice President
(Printed Name and Title of Authorized Representative)

02/19/2019
(Date)

419-526-4700/419-632-6007
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Blanket Bonding of Permit Holders

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery and any other state agency that desires to utilize this contract to establish an open-end contract for Blanket Bonding of Permit Holders. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

***Online submission is prohibited. Please see Exhibit A Pricing Page. Vendor must include pricing page with their bid at the time of bid submission.**

House Bill 102 was enacted in April 2001. Included in the Bill was the establishment of new Article 29-22B which is known as the Limited Video Lottery Act. The Act provided for up to 9,000 Limited Video Lottery (LVL) terminals to be placed in limited licensed retailer areas restricted for adult amusement.

In addition to licensing persons and activities, the Act provides for two kinds of permits. A limited video lottery "permit" is a document that allows the holder to purchase a specified number of video lottery terminals for use in licensed retail locations. Both retailers and operators may be permit holders.

Licensed "operators" (sometimes called "distributors" or "route operators" in other gaming states) are able to own up to 675 video lottery terminals through the permit process. These operators enter into contracts with bars and fraternal clubs for the placement and operation of the video lottery terminals and are liable for the net gaming revenue generated by their video lottery terminals and owed to the State Lottery Commission each month. This is the relationship that applies to most of the operating limited video lottery terminals.

The Act also allows bars and fraternal clubs to acquire permits and with them the ownership of limited video lottery terminals in their establishments. Retailers normally are limited to seven video lottery terminals, but fraternal and veteran clubs may operate up to ten video lottery terminals. All Limited Video Lottery retailers have security cameras located on site for surveillance of the video lottery machines.

This was previously advertised as CRFQ LOT1500000005, solicitation opened on: 3/10/2015. Bid results may be viewed at:

<https://www.state.wv.us/admin/purchase/Bids/FY2015/BO20150310.html>

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

REQUEST FOR QUOTATION
Blanket Bonding of Permit Holders

- 2.1 **“Contract Services”** means blanket bonding of permit holders as more fully described in these specifications.
- 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 **“LVL”** means Limited Video Lottery
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1 Vendor must be licensed to do business in the state of West Virginia.
- 3.2 Vendor must be in good standing with the Insurance Commissioner’s Office in West Virginia.
- 3.3 Vendor must be a Best’s “A+” or “A” rated insurance company and must maintain that rating throughout the term of the contract.
- 3.4 Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor’s past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.
4. **GENERAL REQUIREMENTS:**
- 4.1 **Mandatory Contract Services Requirements and Deliverables:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Services must meet or exceed the mandatory requirements listed below.

REQUEST FOR QUOTATION
Blanket Bonding of Permit Holders

- 4.1.1.** Permit holders are liable for their own net gaming revenue owed to the State Lottery Commission each month. The West Virginia Lottery processes sweeps of the permit holder's bank accounts for the collection of the lottery admin fee and the state share of revenue on the tenth day of each month. If the sweep returns NSF, the Lottery Commission is notified, and fines are assessed. If the debt is not paid in a timely manner, the machines will be turned off.
- 4.1.2.** A retailer's first NSF results in an NSF fee and interest until the sweep is collected. If a retailer NSF's a second time, they face the NSF fee and interest along with a possible 100% civil penalty at the discretion of the Lottery Commission. A third NSF in a twelve-month period will result in an NSF fee, interest, up to 100% civil penalty and possible loss of LVL license at the discretion of the Lottery Commission.
- 4.1.3.** In the event that the Lottery is unable to collect the debt for 3 months, the file is turned over to Ross Taylor with the State Finance Division who will utilize a third-party collection agency to collect the debt. In the event the third-party collection agency is unable to collect the debt, it is at the discretion of the Lottery Director to file the debt against the bond. There has only been one loss under the bond since the inception of the program.
- 4.1.4.** As prescribed in LVL Rule 179-5-5.1. a., each permit holder was initially required to post a \$1,500 bond per terminal issued to each permit holder, and the permit holder paid the premium cost of such bond. LVL Rule 179-5-5.1.b. provides that the West Virginia Lottery is to acquire a blanket bond for at least \$2,000 per video lottery terminal to become effective March 1, 2006.
- 4.1.5.** The maximum number of permits that can be held by one permit holder is 675. Therefore, the maximum exposure for any one permit holder would be \$1,350,000 (675 X \$2,000).
- 4.1.6.** The requirements for a bond are statutory and all previous successful bidders have been able to provide an acceptable bond document. The successful vendor will execute a master bond containing a computerized list supplied by the Lottery, of all covered LVL permit holders indicating the number of video lottery terminals for each permit holder and a total of all video lottery terminals. This listing will serve as a basis for calculation of the premium to be paid by the Lottery from collections received from LVL permit holders. This listing will be updated on a quarterly basis to reflect all changes and/or deletions. A new master listing will be generated by the Lottery on a quarterly basis (March 1, June 1, September 1, and December 1 of each year).

REQUEST FOR QUOTATION
Blanket Bonding of Permit Holders

- 4.1.7. Vendor must provide a copy of the Best Trend Report for the current year. It is preferred that this is provided with the bid, however, may be requested prior to award.

5. CONTRACT AWARD:

- 5.1 **Contract Award:** The West Virginia Lottery is soliciting quotes through this Request for Quotation (RFQ) to bond its LVL permit holders under a blanket bond. **Four (4) separate quotes are being solicited with only one being awarded.** This contract becomes effective on July 1, 2019 and extends for a period of one (1) year. The contract may be renewed upon the mutual written consent of the spending unit and vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to three (3) one (1) year periods.

***Online submission is prohibited. Please see Exhibit A Pricing Page. Vendor must include pricing page with their bid at the time of bid submission.**

- 5.2 **Pricing Pages:** Vendor should complete the Pricing Page by providing a unit cost for all four types of coverage requested. It is the Lottery's intention to purchase a minimum of \$2,000 of coverage for each LVL permit.

Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Services and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors may download a copy of the Exhibit A Pricing Page for bid purposes at wvOASIS Vendor Self-Service website for this solicitation. Vendor must include pricing page with their bid at the time of bid submission.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. ORDERING AND PAYMENT:

- 7.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required

REQUEST FOR QUOTATION
Blanket Bonding of Permit Holders

to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 7.2 Payment:** Agency shall pay cost per \$1000 of coverage times the number of LVL permits, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. VENDOR DEFAULT:

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 8.1.2** Failure to comply with other specifications and requirements contained herein.
 - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 8.1.4** Failure to remedy deficient performance upon request.
- 8.2** The following remedies shall be available to Agency upon default.
- 8.2.1** Immediate cancellation of the Contract.
 - 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 8.2.3** Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

REQUEST FOR QUOTATION
Blanket Bonding of Permit Holders

9.2 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____ Michael Hamilton _____
Telephone Number: _____ 419-526-4700 _____
Fax Number: _____ 419-632-6007 _____
Email Address: _____ management@hamiltonins.net _____



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

State of West Virginia
 Request for Quotation
 33 - Service - Misc

Proc Folder: 536336

Doc Description: Addendum No.01 - BLANKET BONDING FOR LIMITED VIDEO LOTTERY

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
2019-02-08	2019-02-20 13:30:00	CRFQ 0705 LOT1900000002	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number: Western Surety Company (Surety) Via Hamilton Insurance Group(Agent)
 1669 Lexington Ave STE B
 Mansfield, OH 44907
 419-526-4700

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X *Michael Hamilton* FEIN # 34-1704045

DATE 02/19/2019

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION.

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery and any other state agency that desires to utilize this contract to establish an open-end contract for Blanket Bonding of Permit Holders, per the bid requirements, specifications, terms and conditions attached to this solicitation.

The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

*Online submission is prohibited. Please see Exhibit A Pricing Page. Vendor must include pricing page with their bid at the time of bid submission.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE		PURCHASING	
LOTTERY		LOTTERY	
PO BOX 2067		900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SEE EXHIBIT A PRICING PAGE	0.00000	UNIT		

Comm Code	Manufacturer	Specification	Model #
84000000			

Extended Description :

*Online submission is prohibited. Please see Exhibit A Pricing Page. Vendor must include pricing page with their bid at the time of bid submission.

THE WEST VIRGINIA LOTTERY IS SOLICITING BIDS TO PROCURE THE SERVICES OF A QUALIFIED VENDOR TO PROVIDE BLANKET BONDING OF WEST VIRGINIA LIMITED VIDEO LOTTERY (LVL) PERMIT HOLDERS AS DESCRIBED IN THE ATTACHED SPECIFICATIONS FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020.

SOLICITATION NUMBER: CRFQ LOT1900000002

Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to publish vendor questions and agency responses.

2. Move the Bid Opening date:

Bid Opening WAS: 2/13/2019 at 1:30 PM EST

Bid Opening IS NOW: 2/20/2019 at 1:30 PM EST

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

**Blanket Bonding for Limited Video Lottery
CRFQ LOT1900000002
Vendor Questions and Agency Answers**

Q1.) What was the total net revenue owed the state that went uncollected after having been turned over to a third party for collection agency in 2015, 2016, 2017, 2018?

A1.) None

Q2.) Have any LVL licenses been cancelled in 2015, 2016, 2017, 2018? If so how many?

A2.) 2015-One and 2016-One

Q3.) In last 4 years how many licensed operators have failed two or more bank sweeps? (NSF's)

A3.) One – paid after calling to collect. One – filed bankruptcy.

Q4.) In last 4 years how many retailers have failed two or more bank sweeps? (NSF's)

A4.) Fourteen – paid after calling to collect.

Q5.) What was the date of the one bond loss and what was the amount collected from the bond?

A5.) Sweep date 11/12/2013. Bond paid \$10,000 May 2015

Q6.) How many times has the lottery used a third party collection agency that didn't end up resulting in a claim in the last 4 years?

A6.) None

Q7.) Can you provide a detailed list of all permit holders and the amount of permits they have?

A7.) See attachment

Q8.) A question in regards to obtaining a copy of the West Virginia Limited Video Lottery Blanket Bond Form.

Q8.) The Lottery does not require a particular form or format for the bond.

WEST VIRGINIA LOTTERY
Limited Video Lottery
Permit Holders as of February 4, 2019

License Number	DBA Name	Total Permits
LO 000401	Advanced Lottery Technologies, LLC	452
LO 000402	Ajax Amusement Machines	224
LO 000403	Clay Music Company	133
LO 000404	Gameroom Amusements	85
LO 000405	Action Gaming, Inc.	475
LO 000406	Jack's Amusement	195
LO 000407	Viking Video & Music, Inc	85
LO 000408	Derrick Video, LLC	565
LO 000409	Woodward Video LLC	150
LO 000410	Dustyn Enterprises, Inc.	130
LO 000411	Random World, Ltd.	500
LO 000412	LeeJay Amusements	95
LO 000413	Vast Vending, Inc.	58
LO 000414	A-1 Amusement	248
LO 000416	Progressive Video Lottery	190
LO 000417	Trans Allegheny Enterprises, LLC	196
LO 000420	Southern Amusement Co.	525
LO 000422	Wheeling Coin, LLC	400
LO 000424	Blue Diamond LLC	160
LO 000425	Viking Vending Services	10
LO 000426	K & K Music Company	35
LO 000427	Valley Coin Mach. Co.,LLC	45
LO 000428	Coin Op Vending Corp.	106
LO 000429	Worldwide Gaming LLC	65
LO 000430	Shaffer Amusement Co. LLC	390
LO 000431	Ellifritz Amusement Co.	44
LO 000432	S & B Gaming LLC	42
LO 000433	Warden Amusement Inc.	35
LO 000435	Bat's, Inc.	50
LO 000436	Poke, Inc.	33
LO 000437	Buck's Inc.	50
LO 000439	Grand Slam Gaming And Entertainment, Inc.	38
LO 000440	Dice, LLC	42
LO 000441	J & J Amusement, LLC	80
LR 001007	Chesterfield House	7
LR 001011	Park Mart	5
LR 001017	Coach's Club	3
LR 001026	McLewie's III	6
LR 001036	Lesters Hard Times LLC	5
LR 001043	Jerry's	6
LR 001057	Jesse's Pub	6
LR 001062	Casey's Family Restaurant Hot Spot	7
LR 001064	Torlone's	5
LR 001084	The Java Shoppe	7
LR 001108	The Last Roundup Club	7

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License Number	DBA Name	Total Permits
LR 001109	Frank's Hot Spot	7
LR 001110	Colasante's Restaurant & Pub	5
LR 001120	Lil' Moe's	5
LR 001125	TG's Lounge & Café	5
LR 001147	Cottrell's Country Store	2
LR 001154	Stadium Club The	5
LR 001155	Lil' B's Café & Hot Spot	7
LR 001169	Bette's	7
LR 001174	Bob Milby VFW Post #6450	10
LR 001176	Four Corners Club	5
LR 001178	Bourbon Street Café	6
LR 001195	Locker Room Sports Grill	2
LR 001200	Mugshotz Bar & Grill	5
LR 001201	Mace's Restaurant & Lounge	5
LR 001204	Ye Olde Alpha	5
LR 001209	The Legg Room Too	5
LR 001214	American Legion Post #3	7
LR 001220	American Legion Post #18	4
LR 001225	White Stallion Club	5
LR 001228	Club Brass Room	4
LR 001242	Piggy's Club	7
LR 001254	Garden Grille	5
LR 001262	Kelly's Hot Spot VII	7
LR 001284	American Legion Post #93	10
LR 001299	Hotspot Café 2	7
LR 001306	Belmont Hot Spot	5
LR 001307	A-Cubed	2
LR 001345	Kathrine's Kafe	5
LR 001351	Bogies Place	5
LR 001374	Spare Time Sports Bar & Grille	5
LR 001389	Fraternal Order of Eagles Aerie # 1891	2
LR 001390	Ernie's City Perk	7
LR 001396	Elks Lodge #1801 - Weirto	7
LR 001433	Wakim's Club	7
LR 001434	Parlor Café	7
LR 001441	Strikers Sports Lounge	7
LR 001455	Beckley Lodge #1606	9
LR 001460	Moose Lodge #931 - New Martinsville	9
LR 001481	J.P. Henry's	7
LR 001488	Bridgets	5
LR 001507	Fun Café	5
LR 001515	Moose Lodge # 565 - Nitro	5
LR 001548	Nick's Lounge	4
LR 001567	Bridge Bar & Coffee Shop	4
LR 001568	Shirley's #3	7

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License Number	DBA Name	Total Permits
LR 001593	Classics 3 Hot Spot L& Res	5
LR 001613	American Legion Post #121	10
LR 001616	Kegler's Sports Bar	5
LR 001618	Suburban Lanes	5
LR 001648	Midtown Lounge	5
LR 001650	Dugger's Market	7
LR 001670	Tailgater's Pub 2	7
LR 001681	Zeek's Sports Lounge	5
LR 001727	City Café	7
LR 001744	Halftime Café	5
LR 001775	K & J's Skip n Go	7
LR 001784	The Smokehouse	5
LR 001838	Karen's Cookie Carnival	7
LR 001876	Abbey's	5
LR 001884	American Legion Post #114	10
LR 001897	Coffee & Tanning Hot Spot	6
LR 001914	Sunset Ellis Restaurant	4
LR 001928	Emerson Pub	5
LR 001931	Millies Coffee House	5
LR 001969	C J's Pub	7
LR 001989	High Life Lounge I	5
LR 002114	Lewee's I	6
LR 002167	Brianna's Café	7
LR 002168	High Life Lounge	30
LR 002172	Jeanie's Hot Spot	5
LR 002175	Cold Spot Cross Lanes-Nit	7
LR 002222	Block & Barrel Deli	5
LR 002278	The Club Room	5
LR 002315	Mimi's-St. Albans	7
LR 002316	Mimi's-Ashton Place	7
LR 002327	Mimi's-Southridge	7
LR 002340	Patty's-Beckley Crossing	7
LR 002346	Mimi's-Liberty Square	7
LR 002367	Mimi's-Quincy	7
LR 002370	Julie's Place	7
LR 002391	Members Only	5
LR 002392	Patty's-Beckley Plaza	7
LR 002393	Mimi's-Dunbar	7
LR 002401	Lori's Pub II	5
LR 002404	Stars and Stripes	6
LR 002405	Mimi's-Nitro	7
LR 002413	Patty's-Merchants Walk	7
LR 002414	Patty's-Oak Hill	7
LR 002417	Sofia's-North Mall	7
LR 002418	Sofia's-Old Courthouse	7

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License Number	DBA Name	Total Permits
LR 002421	Paula's-Bridgeport	7
LR 002447	Patty's-Gateway	7
LR 002448	Patty's-Princeton	7
LR 002449	Patty's-Bluefield	7
LR 002451	Paula's-Mileground	7
LR 002452	Paula's-Fairmont	7
LR 002453	Paula's-Clarksburg	7
LR 002460	Killin Time #1	5
LR 002470	Palace Lounge	7
LR 002471	Paula's-University	7
LR 002478	Jumpin' Jimmy's	7
LR 002480	Paula's-Elkins	7
LR 002487	Patty's-Sophia	7
LR 002499	Mimi's-Pea Ridge	7
LR 002500	West Virginia "Café"	7
LR 002501	Must Be 21 To Enter - Min	7
LR 002502	Max's Place	7
LR 002525	Geno's-New Martinsvl	5
LR 002536	Paula's-Westover	7
LR 002548	Mimi's-Patrick St.	7
LR 002562	Bradley's Parlor, LLC	7
LR 002565	Clendenin Hot Spot	7
LR 002570	Club Lounge	5
LR 002575	Sofia's-Ranson Square	7
LR 002576	Paula's-Weston	7
LR 002590	Smokin Sam's	7
LR 002607	High Life Lounge	10
LR 002608	Towne 'N Country Lounge	5
LR 002625	Club El Dorado	5
LR 002699	Killin Time #2	5
LR 002700	Good Times Café	5
LR 002702	Stars and Stripes II	6
LR 002704	Sam's Hotdogs	4
LR 002708	Brooke Plaza Café	5
LR 002712	Wise Guys	7
LR 002719	Texas Jim #1	7
LR 002730	Dan O's	6
LR 002735	Opportunity Knocks #4	4
LR 002736	Opportunity Knocks #2	4
LR 002737	Curt's	5
LR 002738	EZ-Borderline Hotspot	5
LR 002739	Goodfellas	5
LR 002756	Lewee's II	7
LR 002763	Fun Café	5
LR 002771	Sam's Hotdogs	7

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License Number	DBA Name	Total Permits
LR 002778	Sassy's Too	3
LR 002785	Billy Sunday's	7
LR 002797	Sunset Café III Hot Spot	7
LR 002804	Mimi's-Hill's Plaza	7
LR 002806	Mimi's Local Café-Beckley	7
LR 002833	Must Be 21 To Enter - Par	7
LR 002841	Dee Jay's BBQ Ribs and Grill	5
LR 002846	West Virginia "Café"	7
LR 002851	Joli	5
LR 002868	Coffee Club	6
LR 002891	Judy's	5
LR 002894	Smoke Time Sam's #2	7
LR 002926	Minnie's	7
LR 002927	Pam's #5	7
LR 002930	Pam's #6	7
LR 002932	Shirley's	6
LR 002964	American Legion Post #31	3
LR 002971	New Orleans Coffee House	7
LR 002978	Sports Grill Lounge Hot Spot	7
LR 002985	Darla's Café	5
LR 002988	Nawlin's Street #1	5
LR 002989	Nawlin's Street #2	5
LR 002991	Lewee's III	5
LR 003005	The Big Easy	7
LR 003018	The Holiday Room	5
LR 003021	Howdy's Owls Nest	5
LR 003032	Sassy's	5
LR 003037	Melissa's	5
LR 003039	Let's Say Café II	6
LR 003042	Sassy's-Barboursville	7
LR 003047	Mugsy's Café II	7
LR 003048	Mugsy's Café	6
LR 003051	Lucy's Sports Bar	7
LR 003052	Fat Tuesday's	7
LR 003069	Max's Place	7
LR 003082	The Homeplate Club Two	5
LR 003089	Upper Deck Café	5
LR 003105	Max's Place Hot Spot	7
LR 003107	Geno's#2 -Wheeling	5
LR 003112	Cold Spot	7
LR 003120	Rt 50 Lounge	5
LR 003126	Rosie's Sub Shop	5
LR 003127	New Orleans Coffee House	7
LR 003131	52 Lounge	7
LR 003137	Kelly's Hot Spot V	7

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License Number	DBA Name	Total Permits
LR 003139	Bill's Place	7
LR 003142	The Oasis Café	7
LR 003144	Franklin's Bar & Grille	5
LR 003149	The Coffee Bean	7
LR 003150	Cold Spot Glen Jean	7
LR 003157	Blue Steel Grill & Café	5
LR 003160	Toga Café of Weirton	7
LR 003168	Judy's-Robert Byrd Dr	5
LR 003172	Main Street Lounge	5
LR 003175	South Side Hot Spot	5
LR 003180	Sunset Café Hot Spot	6
LR 003188	Kelly's Hot Spot IV	7
LR 003192	Joli's	7
LR 003194	Ivy's	7
LR 003198	TJ's Place	5
LR 003203	Sunset Café II Hot Spot	5
LR 003208	MiMi's Local Café-KC	7
LR 003211	State Line Café & Hot Spot North	7
LR 003212	Lily's Hot Spot #1	7
LR 003213	Café Primo	5
LR 003215	Hollywood Hollywood	7
LR 003216	Emma's at the Airport	5
LR 003225	Patty's-Beckley By-Pass	7
LR 003230	The Point Café	6
LR 003236	Shirley's #2	5
LR 003247	Mona's Rendezvous	5
LR 003250	The Locker Room Sports Bar and Grill	5
LR 003265	Freedom Way Lounge	5
LR 003275	Judy's	5
LR 003277	Winston's Hot Spot 2	5
LR 003278	Winston's Hot Spot	7
LR 003279	McLewie's I	6
LR 003290	Sofia Rae's Café	5
LR 003292	Checkered Flag Café I	7
LR 003320	Mary's Café	5
LR 003325	Front Street Lounge	5
LR 003335	Lucille's	7
LR 003337	Sassy's-SC #1	6
LR 003343	Sam's Hotdogs	5
LR 003348	Stuart's Hot Dawgs	5
LR 003350	Mama Lina's	5
LR 003374	Linda Lou's	7
LR 003375	STARZ Hot Spot @ Greenbag	7
LR 003376	STARZ Hot Spot @ Osage	7
LR 003382	Caribbean Café	6

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License Number	DBA Name	Total Permits
LR 003383	Geno's #2-New Marti	5
LR 003385	West Virginia "Café"	7
LR 003387	Jeanie's Hot Spot	5
LR 003388	Geno's #4- Wheeling	5
LR 003389	Geno's #3 -Glendale	5
LR 003390	Geno's-Moundsville	5
LR 003391	Geno's #2- Moundsvil	5
LR 003392	Sassy's -SC #2	5
LR 003393	The Burg Café, LLC	5
LR 003395	Checkered Flag Café II	3
LR 003396	Lewie's Too	6
LR 003403	Lori's Pub II	7
LR 003410	Sam's Hotdogs	7
LR 003420	Tusie's	7
LR 003429	Mason Smoke Shak	7
LR 003435	Midtown Lounge II	5
LR 003436	Kelly's Hot Spot III	7
LR 003448	Celebration Place #2	7
LR 003458	Caribbean Café II	7
LR 003468	Maverick's Hot Spot #2	7
LR 003469	Maverick's Hot Spot #3	7
LR 003473	Maverick's Hot Spot #1	7
LR 003479	Hot Spot Express #3	7
LR 003484	Mugsy's Café III	7
LR 003488	EDJ River City Perk	7
LR 003491	Big Apple Lounge	7
LR 003496	McLewie's II	7
LR 003514	Chunki's Pizza & High Time Lounge II	5
LR 003525	Lucy's Coffee House	7
LR 003544	WES	5
LR 003564	Kelly's Hot Spot	7
LR 003582	Steel Valley Bowling Cent	5
LR 003611	Kelly's Hot Spot VI	7
LR 003621	Mimi's Local Café - Bradley	7
LR 003638	Sub Stop	6
LR 003672	Lily's Hot Spot #3	7
LR 003693	Geno's -Benwood	5
LR 003708	Cruiser's Café	7
LR 003712	The Home Plate Club LLC	5
LR 003803	Tobacco Barn	5
LR 003860	Lily's Hot Spot #4	7
LR 003883	Red Dog Café	7
LR 003901	Gumby's - Geno's Island	5
LR 004019	Mimi's - Elkview	7
LR 004024	Make Your Day Café	7

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License Number	DBA Name	Total Permits
LR 004104	Hotspot Café	7
LR 004112	Buzy Beez	5
LR 004179	Miss Alice's	3
LR 004183	Tobacco Barn #2	5
LR 004190	Kathy's Kafe	7
LR 004212	Sophie's	5
LR 004246	Palm Café	6
LR 004271	Texas Jim #5	7
LR 004324	J's II	5
LR 004349	High Life Lounge	5
LR 004380	M & M's Sports Bar & Gril	5
LR 004384	A Better Place	5
LR 004386	Sophia's	7
LR 004392	Geno's-Moundsville Plaza	5
LR 004405	Nicole's	6
LR 004441	The Big Easy Lounge	7
LR 004468	Chaz's	6
LR 004489	Bradley's Tropical Retrea	7
LR 004538	Murdochs River City Perk	7
LR 004548	B&T's Hot Spot Café	5
LR 004558	Haddy's	7
LR 004612	Kristi's	7
LR 004622	Allie's Café	5
LR 004711	Venus Lounge #27	7
LR 004712	Venus Lounge #21	7
LR 004723	Venus Lounge #22	7
LR 004736	Venus Lounge #26	7
LR 004739	WV's Original City Perk Six	7
LR 004740	WV's Original City Perk Five	7
LR 004741	WV's Original City Perk Four	7
LR 004742	WV's Original City Perk Three	7
LR 004743	WV's Original City Perk Two	7
LR 004744	WV's Original City Perk One	7
LR 004749	Smoke Time Sam's #88	7
LR 004752	RB Hot Spot	7
LR 004756	Genos-East Cove Ave.	5
LR 004759	Tobacco & More Express	7
LR 004761	Sunshine Café	5
LR 004767	Rose's Café	5
LR 004773	Jeanie's	7
LR 004778	Custard Stand	4
LR 004779	Members II	5
LR 004789	Jersey's I	7
LR 004791	Ruby's	7
LR 004794	The Leap	5

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License Number	DBA Name	Total Permits
LR 004795	Saratoga Hot Spot II	3
LR 004796	Lewee's V	5
LR 004797	Lewee's IV	5
LR 004800	Mama Lina's at Summersville	5
LR 004809	The Guest House	5
LR 004811	The Lounge	5
LR 004813	Midway Café	7
LR 004817	Hot 5 Stop	5
LR 004822	Max's Place Hot Spot	7
LR 004825	Venus Lounge #23	7
LR 004833	Ruby's	7
LR 004834	Ruby's	7
LR 004840	Northend Café	7
LR 004843	Brylee's Café	7
LR 004851	Ivy's - Riverwalk Plaza	7
LR 004852	Ivy's - Teays Valley	7
LR 004859	K's River City Perk	7
LR 004879	Mama Lina's at Sophia	5
LR 004880	Ruby's	5
LR 004910	Opportunity Knocks	4
LR 004939	Mama Lina's at Chesapeake	5
LR 004940	Top Five	5
LR 004951	Eruptions	5
LR 004979	The Main Event	7
LR 004994	Lisa's	5
LR 005126	Julia's C	7
LR 005186	Maria's Two	7
LR 005187	Jersey's II	7
LR 005355	Julia's W	7
LR 005369	Geno's Route 30 Café & Drive Thru	5
LR 005389	Kittie's Café ,	7
LR 005516	Maria's One	7
LR 005625	Max's Place Hot Spot	7
LR 005646	I-77 City Perk	7
LR 005659	EDJ River City Perk #2	7
LR 005682	West Virginia "Café"	7
LR 005764	Opportunity Knocks	4
		8154