



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

# Request for Quotation

RFQ NUMBER  
**LOT463**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**SHELLY MURRAY  
 304-558-8801**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**LOTTERY COMMISSION**  
  
**312 MACCORKLE AVENUE, SE  
 CHARLESTON, WV  
 25314-1143 558-0500**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/02/2010   |               |          |        |               |

BID OPENING DATE: **10/07/2010** BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| 0001  | 1        | LS  |          | 946-20      |            |        |
| <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA LOTTERY, IS SOLICITING BIDS FROM QUALIFIED LICENSED CERTIFIED PUBLIC ACCOUNTING CONSULTING FIRMS TO PROVIDE FINANCIAL REVIEW ANALYSIS AND CONSULTING PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/22/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p><b>FINANCIAL REVIEW ANALYSIS AND CONSULTING</b></p> <p><b>EXHIBIT 3</b></p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| SHELLY MURRAY<br>304-558-8801          |

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

LOTTERY COMMISSION  
  
 312 MACCORKLE AVENUE, SE  
 CHARLESTON, WV  
 25314-1143 558-0500

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 09/02/2010   |               |          |        |               |

BID OPENING DATE: 10/07/2010 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS 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 TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE                              |
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|      |          |     |          | <p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15</p> |            |        |

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|  |          |     |        | 2019 WASHINGTON STREET, EAST<br>CHARLESTON, WV 25305-0130 |            |        |
| THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:<br><br>SEALED BID<br><br>BUYER: SHELLY MURRAY<br>RFQ. NO.: LOT463<br>BID OPENING DATE: 10/07/2010<br>BID OPENING TIME: 1:30 PM<br><br>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:<br><br>-----<br>CONTACT PERSON (PLEASE PRINT CLEARLY):<br><br>----- |          |     |        |   |            |        |

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| ***** THIS IS THE END OF RFQ LOT463 ***** TOTAL: _____ |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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WEST VIRGINIA LOTTERY  
An Agency of the  
Department of Revenue

**REQUEST FOR QUOTATIONS [“RFQ”] LOT463  
FOR CONSULTING ACCOUNTING FIRM**

The West Virginia Lottery, an agency of the West Virginia Department of Revenue, is seeking quotations from qualified certified public accounting firms for financial review analysis and advice concerning video lottery terminal manufacturers, licensed racetracks and licensed operators, table games supply manufacturers or persons applying for licenses for these licenses or permits under the Racetrack Video Lottery Act [W.Va. Code §29-22A-1 et seq.], the Limited Video Lottery Act [W.Va. Code §29-22B-1 et seq.], the Racetrack Table Games Act [W.Va. Code §29-22C-1 et seq.], the Limited Gaming Facility [Casino] Act [W.Va. Code §29-25-1] and/or other Acts that may be enacted prior to or during the term of the contract issued pursuant to their RFQ. The State Lottery Commission requires a consultant accounting firm that is able to provide calculations and analysis, and to give the Commission candid and unbiased advice, concerning the initial licensing and continuing re-licensing processes as well as intermediate financial transactions requiring the prior approval of the Commission. The accounting firm will provide management consulting services and will perform special reviews and/or analysis of administration of the Lottery’s responsibilities under WV Code §29-22-29.

**“Qualified Certified Public Accounting Firm” defined**

Any CPA firm submitting a quotation under this procurement shall meet or exceed the minimum qualifications set forth in this RFQ. Those quotations not meeting the mandatory specifications will be eliminated.

Meets Specification (mark the following with an “X”)

Except for the engagement being procured by this Request for Quotation, the firm has no accountant-client relationship with the State of West Virginia Department of Revenue and the West Virginia Lottery.

The firm has no conflict of interest with regard to any other work performed by the firm for the State of West Virginia.

The firm has no accountant-client relationship with any of the four pari-mutuel racetracks that are located in West Virginia and regulated by the State Lottery Commission. See Appendix A for listing of the four licensed racetracks.

The firm has no accountant-client relationship with any of the manufacturers of the video lottery machines that are now licensed by the West Virginia Lottery and that

may hereafter become licensed or permitted. See Appendix A for listing of the licensed/permitted manufacturers.

The firm has no accountant-client relationship with any of the limited video lottery operators that now hold West Virginia Lottery limited video lottery licenses or that may hereafter become licensed. See Appendix B for listing of limited video lottery licensees.

The firm has no accountant-client relationship with any of the supply manufacturers for the table games that are now licensed by the West Virginia Lottery and that may hereafter become licensed. See Appendix C for listing of table games supply manufacturers.

The firm has no accountant-client relationship with any limited gaming facility that is now licensed by the West Virginia Lottery and that may hereafter become licensed. See Appendix D for listing of limited gaming facilities.

The one or more partners or members to be assigned to this contract are properly licensed to practice accountancy in the State of West Virginia and is (are) a certified public accountant who has (have) met all continuing professional education requirements within the preceding two years.

The one or more partners or members to be assigned to this contract are experienced in the preparation and analysis of a variety of regulatory financial forms required by the United States Securities and Exchange Commission ("SEC").

None of the partners or members shall have been convicted of any violation of security laws or of gambling laws.

The firm agrees, by submission of its quotation, that the West Virginia Lottery reserves the right to engage other providers for this type service during the term of this contract.

Firm has no un-appealed delinquencies with the State Tax Department, Workers' Compensation [BrickStreet] or Unemployment Compensation.

### **Scope of Services**

The firm awarded the contract as a result of this RFQ will assist the Director of the West Virginia Lottery and the seven-member Commission to review the financial condition of businesses licensed, permitted, or applying for licenses or permits as video lottery terminal manufacturers, licensed racetracks, limited video lottery licensed operators and table games supply manufacturers under the Racetrack Video Lottery Act [W.Va. Code §29-22A-1 et seq.], the Limited Video Lottery Act [W.Va. Code §29-22B-1 et seq.], the Racetrack Table Games Act



[W.Va. Code §29-22C-1 et seq.], the Limited Gaming Facility [Casino] Act [W.Va. Code §29-25-1] and/or by other Acts that may be enacted prior to or during the term of the contract issued pursuant to this RFQ. The accounting firm will provide management consulting services and will perform special reviews and/or analysis of administration of the Lottery's responsibilities under WV Code §29-22-29.

Services will include, but are not limited to, the review of year-end financial statements, (both audited and unaudited) of applicants. The review of applicants interim financial statements, business plan, financial projections, Federal and State tax returns as well as, when applicable, their filings with the SEC. Such services will also include the review of proposed and final loan documents. In addition, a review may be required of the personal financial statements of certain shareholders, officers and members of their board of directors (or other group depending upon the business structure of the applicant) of the applicant as well as a review of personal federal and state income tax returns.

From time to time, the Commission will meet in other parts of West Virginia, usually at a racetrack location, and the firm will be expected to attend most of these meetings to present analysis at public meetings.

#### **Bid Amount**

The amount of the bid submitted by each potential vendor shall be a fixed hourly rate for services rendered. This rate shall be the same regardless of which partner or member performs the services and shall be sufficient to cover any and all incidental expenses including but by no means limited to copy or computer research costs. Out of pocket travel expenses shall be billed in accordance with the State of West Virginia's Travel Rules as prescribed by the Travel Management Unit, Purchasing Division.

#### **Issuing Office/Contact Point for this RFQ**

This RFQ is being issued by the Purchasing Division of the Department of Administration, on behalf of the West Virginia State Lottery. Inquiries about this RFQ, or requests for additional information, must be directed to:

Shelly Murray, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
Charleston, West Virginia 25305-0130  
Telephone: (304) 558-8801  
Facsimile: (304) 558-4115

No contact with West Virginia Lottery staff specifically concerning this RFQ is permitted following issuance of this RFQ. Any contact related to this RFQ may disqualify the Vendor who violates this requirement.

**Expenses Incurred**

The State of West Virginia and the West Virginia Lottery will not be liable for any expenses incurred by any Vendor in the preparation and submission of quotations for this RFQ

**Termination/Cancellation of this RFQ**

The Purchasing Division reserves the right to modify, withdraw, and/or cancel this RFQ at any time, even after the submission of responding quotations, if such withdrawal is to the benefit of the State of West Virginia or the West Virginia State Lottery. If this RFQ is withdrawn, no contract awards will be made pursuant to this RFQ.

**Assignment**

The relationship of the selected firm to the State of West Virginia, and to the West Virginia Lottery, will be that of an independent contractor, with no principal-agent or employer-employee relationships created by the parties to any resultant agreement. The firm shall not assign, convey, transfer, or delegate any of its responsibilities or obligations under the resultant agreement without prior written approval of the State Lottery Commission. Such approval may be granted by the sole discretion of the State Lottery Commission. No assignments, if any are granted, shall release the vendor from its liability for the prompt and effective performance of the obligations hereunder.

**Governing Law**

The contract resulting from this RFQ will be governed by the laws of the State of West Virginia. The State of West Virginia asserts its Eleventh Amendment right not to be sued in any federal court.

**Taxes**

The State of West Virginia, and the West Virginia Lottery, are exempt from Federal Excise taxes, and from State and local sales and use taxes, on the services to be supplied as a result of any contracts resulting from this RFQ. Consequently, the State of West Virginia and the West Virginia Lottery will have no responsibilities for the payment of any taxes that become payable by the successful firm.

**Acceptance Period for Quotations**

The quotations submitted in response to this RFQ shall remain fixed and valid for a period of six (6) months commencing on the date the quotations are due.

**Firm Information**

Responding firms should include the following information with their bid proposal submittal. The WV Lottery reserves the right to request this or any additional information at any time during the bid evaluation process prior to their recommendation of award notification to the West Virginia Purchasing Division.

- (a) Name and address of the firm submitting the quotation along with the federal employer identification number of the vendor.
- (b) Date of registration to do business in the State of West Virginia. Foreign corporations and businesses do not need to register to do business in West Virginia to submit a quotation, but must do so before a contract can be issued.

**VENDOR COST:****\$ \_\_\_\_\_ PER HOUR**

## West Virginia Lottery

### REQUEST FOR QUOTATIONS ("RFQ") LOT463 FOR CONSULTING ACCOUNTING FIRM

#### APPENDIX A

#### **LICENSED RACETRACKS:**

PNGI Charles Town Gaming LLC  
dba Hollywood Casino at Charles Town Races

Mountaineer Park, Inc.  
dba Mountaineer Casino Racetrack & Resort

Wheeling Island Gaming, Inc.  
dba Wheeling Island Hotel-Casino-Racetrack

Racing Corporation of West Virginia  
dba Mardi Gras Casino & Resort

#### **LICENSED VIDEO LOTTERY MANUFACTURERS:**

Aristocrat Technologies, Inc.  
Bally Technologies  
GTECH Corporation  
Game Tech International, Inc.  
IGT  
Konami Gaming, Inc.  
Lottomatica Group S.p.A. Inc.  
Scientific Games International  
WMS Gaming, Inc.

## West Virginia Lottery

### REQUEST FOR QUOTATIONS ("RFQ") LOT463 FOR CONSULTING ACCOUNTING FIRM

#### APPENDIX B

#### **LICENSED LIMITED VIDEO LOTTERY OPERATORS:**

A-1 Amusement, Inc.  
Action Amusements, LLC  
Action Gaming, Inc.  
Advanced Lottery Technologies, LLC  
Ajax Amusement Machines, Inc.  
Al's Novelty & Coin Machine Company  
Bat's, Inc.  
Blue Diamond, LLC  
Buck's, Inc.  
Clay Music Corporation  
Coin Op Vending Corporation  
Derrick Video, LLC  
Dustyn Enterprises, Inc.  
Ellifritz Amusement, LLC  
Game Room Amusement, Vending and Sales, Inc.  
Jack's Enterprises, Inc.  
K & K Music Company  
LeeJay, Inc.  
Mountaineer Music, LLC  
Ohio River Amusement, LLC  
Ohio Valley Amusement Company  
Poke, Inc.  
Progressive Video Lottery, Ltd  
Random World, Ltd  
S & B Gaming, LLC  
Shaffer Amusements Company, LLC  
Southern Amusement Company, Inc.  
Trans-Allegheny Enterprises, LLC  
Valley Coin Machine  
Vast Vending, Inc.  
Viking Vending Services, LLC  
Viking Video & Music, Inc.  
Warden Amusement, Inc.  
Welch LVL Video Service, LLC  
Wheeling Coin, LLC  
Woodward Video, LLC  
Worldwide Gaming, LLC

## West Virginia Lottery

### REQUEST FOR QUOTATIONS ("RFQ") LOT463 FOR CONSULTING ACCOUNTING FIRM

#### APPENDIX C

#### **LICENSED TABLE GAMES SUPPLY MANUFACTURERS:**

Galaxy Gaming, Inc.  
Gaming Partners International  
Gemaco Inc.  
Genesis Gaming Solutions, Inc.  
Hopbet, Inc.  
IGT  
Jarden Corporation dba U.S. Playing Cards  
Masque Publishing  
Midwest Game Supply Company  
PokerTek, Inc.  
Shuffle Master, Inc.  
TCS America, Inc.  
Tech Art Manufacturing, Inc.

## West Virginia Lottery

### REQUEST FOR QUOTATIONS ("RFQ") LOT463 FOR CONSULTING ACCOUNTING FIRM

#### APPENDIX D

#### **LIMITED GAMING FACILITY:**

The Greenbrier Hotel Corporation

#### **LIMITED GAMING FACILITY LICENSEES:**

Bally Gaming, Inc.

Gaming Partners International

IGT

Konami Corporation of America

Masque Publishing

Shuffle Master Inc.

Tech Art Manufacturing, Inc.

WMS Gaming, Inc.

Winning Ways, LLC

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_



State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.