



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
LOT460

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
10/25/2011				

BID OPENING DATE: 11/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 2 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 10/12/2011.						
BID OPENING DATE REMAINS 11/10/2011						
0001	1	LS		785-53		
INSTANT SCRATCH-OFF LOTTERY TICKETS						
EXHIBIT 10						
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1						
NO. 2						
NO. 3						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 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).



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>----- END OF ADDENDUM NO. 2 -----</p>						

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LOT460**ADDENDUM #2**

QUESTION 1: Section 3.1 appears to request concise descriptions of the abilities of the vendor to satisfy the requirements of the RFQ whereas Section 3.3 outlines three primary components a vendor must include with its RFQ submission. To clarify, does the West Virginia Lottery wish to receive a proposal package from vendors that includes point-by-point responses to the technical specifications as demonstration of capability and compliance or does the Lottery only require completed submissions of Attachments 1, 2 and 5 with an acknowledgement of compliance.

Would you please issue an immediate clarification of what is the intention for this RFQ? It would be in the best interest of the Lottery and vendors to have this information clarified at the earliest possible opportunity to allow for the most efficient response production and submission.

ANSWER 1: Only the winning low bid is required to provide detailed information as outlined in Attachment 5 upon contract award.

QUESTION 2: Will the Agency please confirm what the contract term for this procurement is, including any extension terms?

ANSWER 2: The initial term of the contract is three years with two possible one year renewals at the request of the Agency.

QUESTION 3: Without a clearly identified date for response to vendor questions or an addendum issuance, would the Agency please provide more than the minimum 14 days to respond to this RFQ submission?

ANSWER 3: Vendors will have more than the minimum 14 days to respond to the RFQ submission after the issuance of Addendum No. 2.

QUESTION 4: It appears that the agency intends to award a potential contract based solely upon a price quote. How does the Agency intend to determine from a price quote the value of level of services provided or the experience in the production of secure, high quality instant games?

ANSWER 4: The RFQ clearly states the Agency's specifications and requirements to insure the level of services and security and quality of the products are met. Any one not eligible should not bid on this contract. Upon the meeting these requirements, the Agency intends to award the contract based on price quote.

QUESTION 5: How will the Agency determine the value of expertise within the instant game development area if based on a price quote and only upon a description from the Successful bidder after contract award?

ANSWER 5: The RFQ clearly states the Agency's specifications and requirements to insure the level of expertise in game development are met. Any one not eligible should not bid on this contract. Upon the meeting these requirements, the Agency intends to award the contract based on price quote.

QUESTION 6: Does the Agency require vendors to provide samples of these items with the RFQ response or simply acknowledge that these requirements will be met? If an acknowledgement is all that is required, how will bidder's information be compared and evaluated?

ANSWER 6: The Agency intends to award the contract based on price quote. Bidders must acknowledge that the requirements are met and the successful bidder must submit the required documents upon award.

QUESTION 7: Will the Agency consider amending the contract to provide that the Vendor will conduct a trademark and service mark search? The obligation to conduct "all intellectual property searches" is very broad and imposes an obligation for which there are no clear standards for satisfying upon the Vendor.

ANSWER 7: The Agency agrees to amend the language in the RFQ to:

2.4.5.16 Trademark, Service Mark, and Intellectual Property Search: As part of Working Paper preparation, the Vendor WILL conduct a trademark and service mark search for all games used during this contract.

QUESTION 8: While the Agency has identified a minimum number of game planning sessions annually, for the purpose of costing, will the Agency provide the maximum number of game planning sessions anticipated per year?

ANSWER 8: Two per contract year.

QUESTION 9: Will the Agency please clarify whether the Second Chance Drawing Services are Required, as Section 2.4.6.3 suggests, or Offered Options, as Attachment 2 suggests?

ANSWER 9: The drawing services are required for completion of the contract, however, the cost is not part of the ticket pricing that will be used in determining the bid award. It was therefore placed in Offered Options for costing.

QUESTION 10: Section 2.4.6.3 does not specify the frequency or depth of each of these promotions. This request is not part of base pricing for tickets and as such will be priced separately. Can the Agency please provide an estimate of how many Websites ' drawings are anticipated on an annual basis?

ANSWER 10: There will be an estimated three to seven web components utilized per contract year.

QUESTION 11: Section 2.4.9.3.1 states: "The successful bidder must be capable of 5 color ticket fronts, however, Attachment 1, cost sheet, on page 47 specifies that basic ticket will include four color display." Will the Agency please confirm that the basic ticket price should include 4 front display colors?

ANSWER 11: There must be four front display colors and the use of an additional "overprint" color as necessary to allow the ticket to be as true to color as possible over the play area.

QUESTION 12: Will the Agency please confirm that the basic ticket price should include 4 overprint colors?

ANSWER 12: There must be four front display colors and the use of an additional "overprint" color as necessary to allow the ticket to be as true to color as possible over the play area.

QUESTION 13: 3.4.9.10 Perforations, Page 19: Will the Agency please confirm that this item was numbered incorrectly and amend the RFQ to read 2.4.9.10?

ANSWER 13: The Agency agrees to correct numbering as follows:

2.4.9.10 Perforations: The perforations between tickets SHALL be deep enough, and SHALL contain adequate open area between the perforations, to allow tickets to be separated from each other by Retailer after one pre-fold, but tickets SHALL NOT break apart during normal handling and dispensing from dispensers, ITVMs, or PATs.

QUESTION 14: Section 2.4.10 states "the ticket length may range from 1 in. to 12 in. in length." Would the Agency please amend this specification to better reflect current best practices and North American marketplace standard for minimum length specification of 2 inches?

ANSWER 14: The Agency agrees to amend the ticket length in section 2.4.10.1 Ticket Sizes and Orientation to read "Ticket length may range from two (2) inches to twelve (12) inches in length."

QUESTION 15: Will the Agency please revise to make clear that any inspection of instant tickets at Vendor's manufacturing site or any production or security inspection at Vendor's facility will occur during normal business hours and upon reasonable advance notice?

ANSWER 15: The Agency agrees that any inspection will occur during normal business hours without notice.

QUESTION 16: How does the Agency intend to evaluate corporate and staffing experience and creativity as it relates to the price submitted by vendors?

ANSWER 16: The RFQ is not intended to evaluate corporate and staffing experience and creativity. With submission of bid the Vendor certifies compliance with services and staffing as outlined in section 2.4.17 Corporate Capabilities, Staffing, and Qualifications.

QUESTION 17: The requirement in 2.4.20 imposes an obligation upon the Vendor to provide legal advice to the Agency concerning the nature and ownership of intellectual property and as such may create an unethical conflict of interest by establishing this attorney-client relationship. Will the Agency please delete this requirement?

ANSWER 17: The Agency agrees to change the language of the RFQ to:

2.4.20 Rights to Intellectual Property:

Outside of this contract, the Agency will be leasing or purchasing rights to use materials that may be deemed the intellectual property of the Vendor or third-party entities. Such properties include, but are not limited to, names and graphic renditions that are trademarked or copyrighted, stock photography, personalities, specialty type-fonts, bar code placements, and commercial themes that are not in the realm of public domain.

The Vendor will use reasonable efforts to procure the rights for use of copyrights, brand names, intellectual property, etc. on behalf and at the behest of the Lottery. The Vendor then SHALL cost all fees, without mark-up, solely for rights to the use of intellectual property separately for each instant ticket. Such costs SHALL be listed as additional line items in the working paper confirmation page for payment approval.

This excludes any licensed property which may be directly licensed by the Agency from a third party vendor within a sole source agreement.

QUESTION 18: The requirement in 2.4.20 imposes the obligation to procure the rights of third party intellectual property upon the Vendor prior to the determination of the Agency to actually use such intellectual property. Will the Agency consider amending this requirement such that the Vendor is not obligated to enter into any agreement with any third party for the procurement of such intellectual property without the agreement of the Agency to utilize such rights?

ANSWER 18: Please refer to response to Question 17.

QUESTION 19: The vendor cannot guarantee that a third party will agree to let the Agency use its intellectual property or guarantee the terms that may be agreeable to such third party; as such, will the Agency consider amending this fourth sentence of this section 2.4.20 to provide as follows: "The Vendor will use reasonable efforts to procure the rights for use of copyrights, brand names, and intellectual property on behalf and at the behest of the Lottery upon obtain terms and conditions most favorable to the Lottery depending upon the circumstances of the intellectual property usage"?

ANSWER 19: Please refer to response to Question 17.

QUESTION 20: Will the Agency please explain what components of the Contract the Agency anticipates would be non-exclusive?

ANSWER 20: The Agency references 2.4.20 concerning licensed or trademarked properties or processes that the Agency may wish to utilize during the contract.

QUESTION 21: Section 2.4.24 provides for a license "in perpetuity" to the Agency. As the Agency would only require a license until the end of the Contract term, will the Agency consider amending this section to provide that the license survives for the Contract term?

ANSWER 21: The Agency agrees to change the language in the RFQ to:

2.4.24 Ownership of Materials:

Except for third party intellectual property licensed by the Vendor, all materials and data exclusively produced for first use by the Agency under the Contract shall be deemed the Agency's work product and shall not entitle the Vendor to additional financial considerations, unless otherwise agreed to in writing by the State. The Agency acknowledges that the use of any patents, copyrights or trademarks owned by a third party may be for a limited period of time and are subject to the terms of the intellectual property agreement among the Vendor and such third party.

QUESTION 22: Vendor licenses certain intellectual property rights from third parties that may be used in connection with the Contract. To clarify, will the Agency consider adding "Except for third party intellectual property licensed by the Vendor" at the beginning of the second sentence of Section 2.4.24 and also adding at the end of the section the following sentence, "The Agency acknowledges that the use of any patents, copyrights or trademarks owned by a third party may be for a limited period of time and are subject to the terms of the intellectual property agreement among the Vendor and such third party."?

ANSWER 22: The Lottery agrees to the changes. Please see response to Question 21.

QUESTION 23: Will any portion of the Vendor's proposals or pricing be made available to the public prior to the contract award date?

ANSWER 23: Pricing will be made available to the public at the bid opening.

QUESTION 24: Will the Agency consider amending the Contract to provide that the Agency will use reasonable efforts to protect the Vendor's trade secrets and proprietary information?

ANSWER 24: The West Virginia Freedom Of Information Code allows the Agency to restrict public access to trade secrets. Please refer to W.Va. Code 29-1-4(a)(1).

QUESTION 25: Will the Agency please clarify how it calculated the specific liquidated damages amounts set forth in section 5.10?

ANSWER 25: No.

QUESTION 26: The Vendor understands and agrees that it is difficult to ascertain actual damages in the event of the occurrence of certain of the events specified in this section, however, the Vendor respectfully requests clarification of the language to ensure that any liquidated damages assessed under the Contract were caused by the Vendor and reflect the amount of losses incurred by the Agency. Will the Agency please add the following provision after the first sentence in Section 5.10.1 Determination of Damages? "Notwithstanding any provision herein to the contrary, the amount of any liquidated damages assessed under the contract shall be reasonably and rationally related to the damage actually incurred by the Agency. Liquidated damages shall not be assessed in the event the Agency is not damaged. The Vendor shall not be liable for liquidated damages to the extent the incident was caused by the Agency, its retailers, third parties, communications failures or a force majeure event. The parties agree that liquidated damages will not be assessed by the Agency under multiple provisions under this Section 5.10 relating to a single incident. The assessment of any liquidated damages shall be in lieu of the right of the Agency to institute a cause of action for consequential damages."

ANSWER 26: The Agency and the State will not adopt the questioner's proposed language.

5.10.2.14 Liquidated Damages Dispute: The Lottery Director shall have the sole discretion to determine whether liquidated damages, as described in this section of the RFQ, will be assessed. The Agency's determination shall not be arbitrary or capricious. In the event of a dispute regarding the imposition or the amount of liquidated damages, the Vendor SHALL designate one and only one on-site individual to discuss the dispute with the Agency. In all possible areas of liquidated damages assessment, there shall be no pro-ratio of damages unless otherwise expressed for

partial periods. Excessive liquidated damages, and events leading to such, may be grounds for termination of the contract.

QUESTION 27: Will the Agency please amend Section 5.10.2.4 to reflect the printing cost of the pack(s) in question plus the amount of any validations redeemed instead of the pack(s) face value?

ANSWER 27: No.

QUESTION 28: Will the Agency consider revising Section 5.12.1.1 to provide that the bond shall provide funds to the Agency "to the extent" that the Agency suffers any liability, loss, damage or expense? The Vendor would not anticipate forfeiting the entire amount of the bond in the event the Agency incurs losses in a lesser amount.

ANSWER 28: The Agency agrees to change the language of the RFQ as follows:

5.12.1.1 Performance Bond: The Vendor **WILL** be required to furnish a performance bond in an amount equal to the anticipated annual payments to the Vendor for the services provided. The bond **MUST** be in a form that is acceptable to the State of West Virginia. An alternative type of performance guarantee, in the form of a certified cashier's check made payable to the State of West Virginia, is also acceptable. **A Letter-of-Credit WILL NOT be accepted.**

This performance bond/guarantee **WILL** be renewed on an annual basis for the duration of the contract, and any extensions, thereof. This bond **SHALL** provide funds to the Agency to the extent that the Agency suffers any liability, loss, damage or expense as a result of the Vendor's failure to perform fully and completely all the requirements of the RFQ and contract which includes, without limitation, the Vendor's obligation to pay liquidated damages, to indemnify the Agency under circumstances described in the RFQ and contract and the Vendor's obligation to provide instant tickets and related services as required by the RFQ and the contract throughout the term of the contract and extensions, thereof. Failure to perform fully under the RFQ and contract may result in the termination of the contract. Performance bond form will be provided by the Purchasing Division.

QUESTION 29: Would the Agency please elaborate on what is meant by "Oversized / Extended Play Tickets?" These two terms generally refer to different specifications. "Oversize tickets" normally refers to a retailer display piece or point of purchase display item. "Extended play tickets" is usually the term used to describe products such as Bingo and Crossword.

ANSWER 29: In this instance, oversized would relate to any ticket larger than four inches by 12 inches. This would generally be used with extended play should we use the larger format tickets.

QUESTION 30: The bottom cell of the Cost Sheet is shaded and nearly illegible. Will the Agency please clarify its contents?

ANSWER 30: The box states: "TOTAL OF ALL ITEMS. This will be the rated bid for this contract. Award will be based on lowest cost bid for this total."

QUESTION 31: In addition, if the vendor is to quote a total of all items, would the Agency please furnish instruction on how to calculate this total? Because pricing is on a per square inch per 1,000 ticket basis, in order to calculate a meaningful total, it would seem that the Agency would need to furnish a production plan for a specified period of time, that would include number of games produced for each ticket size and associated order quantities, PLUS the same information for each option item (scenes, fluorescent inks, etc.)

ANSWER 31: The order quantities and images of the previous two years of tickets was provided on a CD as Attachment 6 to the State Purchasing Division for use as a basis for costing.

QUESTION 32: Would the Lottery please specify the estimated annual order quantities for each ticket size?

ANSWER 32: The order quantities and images of the previous two years of tickets was provided on a CD as Attachment 6 to the State Purchasing Division for use as a basis for costing.

QUESTION 33: Would the Lottery please confirm that the bid opening date is also the due date?

The RFQ lists the bid opening date as both 10/24/2011 and 10/27/2011. Would the Lottery please confirm when the bid is due?

ANSWER 33: Addendum No. 1 extended the bid opening date to 11/10/2011.

QUESTION 34: The second page of the RFQ and Section 5.5 of the RFQ are inconsistent; one states that the initial term of the contract is one year or such reasonable time (not exceeding 12 months) to obtain a new contract, and the other states that the initial term is three years. Could the Lottery please confirm the initial term and all renewal terms?

ANSWER 34: The initial term of the contract is three years with two possible one year renewals at the request of the Agency.

QUESTION 35: Would the Lottery be willing to provide a complete Instant Game Schedule for both the current and prior Fiscal Year that lists all of the games by price point and the quantities printed of each?

ANSWER 35: It was provided in a pdf format listing game sales and other pertinent information on a CD as Attachment 6 that was provided.

QUESTION 36: Which software does the Lottery currently use “to edit and view graphic and other necessary files?”

ANSWER 36: Currently the Agency uses Adobe Illustrator CS4 to view and edit graphic files provided by the current Vendor. The Agency also uses Adobe Acrobat 9 Pro to mark and document any art changes, working paper changes, etc. and is maintained by the Agency.

QUESTION 37: How many games in the last six months have included pack labels? Was the information on the label static or variable, and did it match the associated pack number?

ANSWER 37: The Agency has not used pack labels to date. This is an item that may be used during gaming system conversions, printing conversions, etc. to maintain and provide information and awareness in the field.

QUESTION 38: If a Vendor’s financial results are consolidated into its parent, would the Lottery please confirm that a financial audit of the Vendor’s parent is sufficient? Further, consistent with Section 2.4.22.2, would the Lottery be willing to accept the appropriate non-U.S. equivalent to a Form 10-K to satisfy this requirement?

ANSWER 38: The Agency agrees that the parent company’s financial audit, including the appropriate non-U.S. equivalent to Form 10-K, will satisfy this requirement, provided the parent company agrees to assume liability for the company.

QUESTION 39: The RFQ states that patents, trademarks or copyrights used or developed in connection with the performance of the Vendor under the Contract will be licensed in perpetuity to the State of West Virginia without additional financial considerations.

Would the Lottery be willing to amend the license term to be the term of the contract (including all extensions) and limit the scope of the use of the license to be solely for the Lottery? (Not doing so would put any successful Vendor in a position of not being able to charge a license fee for its intellectual property after the term of the contract and give competitors of any successful Vendor a broad and perpetual right to use its intellectual property merely as a result of the successful Vendor being a contractor to the Lottery.)

ANSWER 39: Please refer to the response to Question 21.

QUESTION 40: Section 5.4.2 provides that the Vendor shall indemnify the State and the Agency against certain claims or losses.

Would the Lottery be willing to amend Section 5.4.2 to provide for an exception to this indemnity obligation, and clarify that the indemnity obligations of the Vendor are not intended to apply to any claims or losses arising from, or in connection with:

- (1) Any act or omission of the State and the Agency and their officers, directors, employees and agents,
- (2) A Vendor's actions or omissions if requested by or in compliance with the State or Agency's requirements or

Any act or omission of a third party not a subcontractor of the Vendor?

ANSWER 40: This language is verbatim from a standard West Virginia Purchasing Division format used in numerous procurements. It is evident to the Agency and the Purchasing Division that the section speaks to acts of the contractor and not the acts of the State Agency.

QUESTION 41: Section 5.10.2 provides for the remedy of liquidated damages. Notwithstanding Section 5.10.2, and consistent with West Virginia law, would the Agency be willing to amend this section to read as follows?

- (1) The Vendor may furnish, and the Agency will consider, factual evidence where available to establish that the Agency's actual damages were less than the liquidated sum.
- (2) The Agency will not assess more than its actual damages for any incident where the evidence establishes to the Agency's reasonable satisfaction that its actual damages were less than the liquidated amount.

The Agency will not assess liquidated damages in multiple categories for the same incident if doing so would amount to an unenforceable penalty under West Virginia law.

ANSWER 41: Please see response to Question 40, above.

QUESTION 42: The RFP provides that the State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or make substantial progress under the terms of the RFP or contract. Although the State shall provide the Vendor advance notice of the performance conditions and a period to remedy, the RFP is not specific as to the time period contained in the notice.

Therefore, could the State please confirm that reasonable notice will be provided so that the Vendor has a commercially reasonable opportunity to cure?

ANSWER 42: 30 days

QUESTION 43: A Sample Performance Bond was not provided; therefore, would the Lottery please confirm that an industry-standard bond form may be used for the Performance Bond?

ANSWER 43: The Purchasing Division will provide the performance bond format to the apparent successful bidder.

QUESTION 44: The Cost Bid Sheet specifies ten-point foil stock as well as foil laminate. Could the Lottery please clarify the difference between the two?

ANSWER 44: The Agency agrees to specify the stock solely as foil laminate that may be dispensed via current Agency automated and manual dispensers.

QUESTION 45: In connection with awarding a vendor based on the lowest-cost bid, is it the intention of the Lottery to simply total all of the items in Attachment 1: Cost Sheet, or will the Lottery place a relative usage weighting on all of the items detailed in Attachment 1: Cost Sheet, and in such case, could the Lottery please provide bidders with such weighting?

Alternatively, would the Lottery be willing to amend Attachment 1: Cost Sheet and provide an annual usage assumption (based on a standard 2"x4" unit) for each item in Attachment 1: Cost Sheet based upon the number of times such item will be used annually?

In this way, all bidders would utilize the same assumptions in building their cost estimates and give the Agency the best opportunity to evaluate all bids.

ANSWER 45: The contract will be awarded based on State Purchasing guidelines for an RFQ. The order quantities and images of the previous two years of tickets was provided on a CD to the State Purchasing Division for use as a basis for costing.

QUESTION 46: Traditional lottery terminology uses the term "oversize" to refer to large ticket art blown up for POS use at retailers, and the term "Extended Play Tickets" to refer to Bingo, Crossword, and similar tickets requiring a special marking system; therefore, could the Lottery please clarify its use of the term "oversize" as it relates to Extended Play Tickets?

ANSWER 46: In this instance, oversized would relate to any ticket larger than four inches by 12 inches. This would generally be used with extended play should we use the larger format tickets.

QUESTION 47: For the purposes of providing an offered option, would "TBD" for pricing be acceptable?

ANSWER 47 : All available offered options must be priced at the time of the bid for consideration during the term of the contract.

QUESTION 48: Could the Lottery please clarify whether the deadline for the Lottery's receipt of Vendor responses October 24 (page 6) or the bid opening date of October 27 (pages 1-5)?

ANSWER 48: Addendum No. 1 extended the bid opening date to 11/10/2011.

QUESTION 49: Would the West Virginia Lottery be prepared to reconsider the purchasing-card acceptance policy outlined on page 3 to allow for one or more of other payment means such as wire transfer, direct deposit, or Automated Clearing House (ACH) payments?

ANSWER 49: The purchasing card acceptance is required and will not be reconsidered. The Agency also utilizes direct deposit as a normal means of payment for contract invoices and will continue to do so.

QUESTION 50: Could the Lottery please clarify whether the term of the contract is one (1) year with two possible extensions of one (1) year, as outlined in Exhibit 3 (page 2); or three (3) years with two (2) possible extensions of one (1) year, as outlined in Section 5.5 (page 39)?

ANSWER 50: The initial term of the contract is three years with two possible one year renewals.

QUESTION 51: Could the Lottery please provide a recent game launch schedule?

ANSWER 51: The order quantities and images of the previous two years of tickets were provided as a basis for costing.

QUESTION 52: The pricing per inch in Attachment 1: Cost Sheet (pages 47-48) is expressed as price per square inch per thousand. A significant amount of optional game features carry fixed costs or set-up expenses along with variable cost components. By requiring the vendors to respond with only a price per square inch, vendors must assume average game run lengths to facilitate this request. These assumptions carry a risk component which affects the pricing of the tickets/options due to the assumed quantities. This risk is then passed along in the price, which in turn affects the cost to the Lottery.

One such example is holographic stock. The Lottery's quantities per game range from 600,000 tickets to over 3,000,000 tickets. Under a per-square-inch pricing model, vendors will have to assume an average quantity. Holographic stock carries a very high set-up expense due to the cost of the product; as such, vendors will assume lower quantity due to the risk related to set-up costs. If the assumed quantity for pricing is 700,000 tickets, then the price for 700,000 tickets is accurate. However, for any quantities above 700,000 tickets, the Lottery would actually be paying more than the fair price for this option.

Accordingly, to ensure the Lottery receives the best pricing available, would the Lottery allow vendors to include a fixed amount or set-up fee plus the cost per square inch?

ANSWER 52: No.

QUESTION 53: Could the Lottery please provide a copy of all current instant ticket printing contracts, as well as any RFQ or RFP leading up the present contract, in an electronic format (e.g. PDF as a Web link or email), or otherwise by fax or other means?

ANSWER 53: The current contract is LOT322. Information may be obtained by contacting the purchasing division at 304-558-2306.

QUESTION 54: Could the Lottery please provide a copy of the pricing schedule for any current instant ticket printing contracts, in an electronic format (e.g. PDF as a Web link or email), or otherwise by fax or other means?

ANSWER 54: The current contract is LOT322. Information may be obtained by contacting the purchasing division at 304-558-2306.

QUESTION 55: Section 5.12.1.1 (page 44) says that the Performance Bond can be renewed on an annual basis; however, the sample Performance Bond wording provided would guarantee for the term of the contract including all extensions. Please confirm that the Lottery will accept an annually renewing bond?

ANSWER 55: The bond must be renewed annually.

QUESTION 56: Section 5.12.1.2 (page 44) states that the Bid Bond should be in the amount of a flat \$5,000 (five thousand dollars). Note "K" of the Bid Bond Preparation Instructions (page 58) states that the minimum amount of the bond should be 5% of the total bid. Could the Lottery please confirm that the \$5,000 Bid Bond as stated in Clause 5.12.1.2 is acceptable regardless of the estimated contract value?

ANSWER 56: The RFQ states the \$5,000 amount.

5.12.1.2 Bid Bond: The Bidder WILL be required to furnish a fixed-fee Bid Bond in the amount of five thousand dollars (\$5,000) to guarantee for one (1) year after the bid opening, the availability of the services at the quoted price. The bid bond MUST be submitted with the bid to the Purchasing Division. The bond MUST be in the form of a policy or certificate issued by an appropriate surety company. A certified check, or cashier's check, made payable to the State of West Virginia may also serve as the bid bond. A Letter-of-Credit WILL NOT be accepted.

QUESTION 57: Section 5.12.2 states that the Vendor's Error and Omissions insurance policy must name the State of West Virginia as a certificate holder. Could the Lottery please confirm that issuing the insurance certificate in the name of the State of West Virginia will suffice for this requirement?

ANSWER 57: Yes.

QUESTION 58: Section 5.12.1.3 states that a fidelity bond will be required on award. Would the Lottery be willing to accept in lieu of this bond receiving a certificate of our crime insurance policy, which exceeds five million dollars (\$5,000,000) in coverage?

ANSWER 58: Yes.

QUESTION 59: Would the Lottery please provide launch schedules for the last two fiscal years that contain: game style, price point, ticket quantity, ticket size, and launch date, in either a MS Word or MS Excel file format?

ANSWER 59: The order quantities and game information is provided in a pdf format that may be copied into word or excel. Also, images of the previous two years of tickets were provided on a CD for use as a basis for costing.

QUESTION 60: As pertains to Section 2.4.15.6 Audit Memorandum (page 29), could the Lottery please provide copies of such existing audit reports for two or three games, so that vendors are able to determine the scope and detail level the Lottery requires under this section?

ANSWER 60: The Agency has included a copy of a recent Audit report.

QUESTION 61: The item in question can be found in the Request for Quotation document which signifies a bid due date on page one (1) of October 27, 2011 with a bid opening time of 1:30 PM local time.

On page six (6) of the same RFQ document, in Section 1.3 - Schedule of Events, the Bid Opening Date is shown as being October 24, 2011. These two items are clearly not in agreement and appear to be referencing two different due dates for vendors to submit proposals.

Would you please issue an immediate clarification of what is the actual Bid Submission (Due) Date for this RFQ? It would be in the best interest of the Lottery and vendors to have this information clarified at the earliest possible opportunity to allow for the most efficient response production and submission.

ANSWER 61: Please refer to the response to Question 33.

QUESTION 62: In the RFQ sections that require the consent or approval of the Agency, will the Agency consider adding the following language “such consent not to be unreasonably withheld, conditioned or delayed”?

ANSWER 62: The Agency has agreed to amend the following in the RFQ:

5.4 **Vendor Relationship:** The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the Agency, such consent not to be unreasonably withheld, conditioned or delayed.

5.4.1 Subcontracts/Joint Ventures: The Vendor may enter into subcontracts for performance of work under this contract, with the prior written consent of the State, with such consent not to be unreasonably withheld, conditioned or delayed.

2.4.5 Working Papers Specifications: Advance schedules for the Working Papers and the production of instant tickets will be established by the Agency. The Vendor SHALL be required to adhere to all schedules specified in the Working Papers. Deviations to the specified schedules, or time tables, are subject to the written approval of the Agency with such approval not to be unreasonably withheld, conditioned or delayed and must be approved fifteen (15) business days in advance of the anticipated deviation, unless such deviation is requested by the Agency.

QUESTION 63: How soon after contract award will the Agency expect to receive detailed responses to the requirements set forth in Attachment 5?

ANSWER 63: The successful bidder would be allowed thirty (30) days to respond to the requirements set forth in Attachment 5.

**Report of Independent Accountants on
Applying Agreed-Upon Procedures**

To the Management of Scientific Games:

We have performed the procedures enumerated below, which were agreed to by the management of Scientific Games and the management of West Virginia Lottery ("specified users"), solely to assist the specified users in evaluating management's assertion that the West Virginia Lottery Instant Game No. 621 "Creepy Cash" was produced in accordance with the Prize Structure, the game programming parameters, and the game symbols specified in the final executed Working Papers dated June 30, 2011 and subsequent post-executed changes to such Working Papers between Scientific Games and West Virginia Lottery. This agreed-upon procedures engagement was conducted in accordance with standards established by the Canadian Institute of Chartered Accountants. The sufficiency of these procedures is solely the responsibility of the parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described in Appendix A either for the purpose for which this report has been requested or for any other purpose.

Our procedures and test results are described in Appendix A. As a result of applying the attached procedures, we found no exceptions.

However these procedures do not constitute an audit and therefore we express no opinion on Management assertions on the production of the game. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of Scientific Games and the management of West Virginia Lottery, and is not intended to be and should not be used by anyone other than these specified parties.

Deloitte & Touche LLP

Chartered Accountants
July 26, 2011

Appendix A
West Virginia Lottery
Game # 621
Creepy Cash

Procedures A. through D. constitute our agreed-upon procedures and were performed using various reports provided to us by Scientific Games.

Our procedures were as follows:

A. Analysis of the Prize Structure

Our procedures related to the prize structure used to produce this game were as follows:

1. We compared the prize structure within the Executed Working Papers to the Prize Structure in the audit program reports.
2. We used the End of Production Prize Structure provided by Scientific Games to verify that the number of winners delivered in the game for any prize levels that have guaranteed or proportional requirements met the requirements of the prize structure in the working papers.

Results:

We noted no exceptions.

B. Game Programming Parameter Analysis

Our procedures related to the game programming parameters used to produce this game were as follows:

1. Obtained the audit program reports and ticket testing reports from Scientific Games which resulted from execution of the audit program. Read the audit program reports and testing results and agreed the conformity of both to the Game Programming Parameters as specified in the Executed Working Papers.

Results:

We noted no exceptions.

C. Review of Game Symbols

Our procedures related to the play symbols used in the production of this game were as follows:

1. Using game symbol documents, we verified that each programmed play symbol used in the game generation is properly set to image with the correct corresponding image font on the ticket.

Results:

We noted no exceptions.

D. Review of Time Stamps

Our procedures related to the review of time stamp reports were as follows:

1. We verified that the time stamps on the pre-production audit software matched the timestamps on the end of production audit software.
2. For any discrepancies noted in step 1, we obtained documentary evidence approving the differences.

Results:

We noted no exceptions.

Scientific Games Management Assertion

This section represents the assertion that this game was produced in accordance with the final Executed Working Papers. We have made available to Deloitte all material records relating to the assertion that the game in this report was produced in accordance with the final Executed Working Papers. In addition, the information provided to Deloitte was from the same software used to produce the actual tickets and that information is complete and accurate.

We have designed a system of internal quality control for our game production process that involves executing quality control procedures designed to detect errors. The system includes, among other activities, procedures designed give us evidence that the entire population of tickets in the game was produced as required by the Executed Working Papers. A description and the objective for each of the procedures noted in this appendix are as follows:

A. Analysis of the Prize Structure- These procedures were designed to demonstrate that the winning tickets were produced as required by the executed working papers. The audit program reports used in these procedures utilize content from the actual ticket data file that is used to produce the entire population of tickets in the game. The following is the final prize structure produced for this game:

END OF PRODUCTION PRIZE STRUCTURE
July 19, 2011 - (POOLS #1 - 15 Complete)

WEST VIRGINIA LOTTERY PRIZE STRUCTURE				CREEPY CASH (INSTANT GAME NO. 621) APRIL 4, 2011 - VERSION A			
TICKETS		691 800	5.75% COMMISSIONS ³	\$79 557	PRIZE PAYOUT	\$935 476	or 67.61%
PRICE POINT	\$2		1% RETAILER BONUSES	\$9 355	EST. REVENUE	\$268 474	or 19.40%
PRICE PER 1000	\$23.94		PRINTING COST	\$16 562	EST. COST	\$179 650	or 12.98%
			VENDOR FEE	\$74 177			
Val File ¹	Decrypted	Prize	WINNERS IN	WINNERS IN	WINNERS IN	PRIZE	PERCENT
Prize Code	Prize Code	Type	100	60 000	11.63	COST	OF PRIZE
			(PER BOOK ²)	(PER POOL)	POOLS		FUND ³
01	01	R 01 \$2	12.50	8.00	4 800	\$ 55 347	11.83%
02	02	R 01 \$1 w/SPOOKY	10.00	10.00	6 000	\$ 69 164	14.79%
03	03	R 01 \$5	100.23	1.00	600	\$ 6 902	3.69%
04	04	R 01 \$2 + \$3	200.46	0.50	300	\$ 3 451	1.84%
05	05	R 01 \$1 x 5	199.14	0.50	300	\$ 3 474	1.86%
06	06	R 01 \$1 + \$2 w/SPOOKY	99.58	1.00	600	\$ 6 947	3.71%
07	07	R 01 \$8	399.88	0.25	150	\$ 1 730	1.48%
08	08	R 01 \$2 x 4	399.88	0.25	150	\$ 1 730	1.48%
09	09	R 01 \$4 w/SPOOKY	200.46	0.50	300	\$ 3 451	2.95%
10	10	R 01 \$10	403.38	0.25	160	\$ 1 715	1.83%
11	11	R 01 \$1 x 10	398.27	0.25	150	\$ 1 737	1.86%
12	12	R 01 \$2 x 5	199.25	0.60	300	\$ 3 472	3.71%
13	13	R 01 \$1 x 8 + \$2 + \$3	399.88	0.25	160	\$ 1 730	2.40%
14	14	R 01 \$1 x 3 + \$5 w/SPOOKY	403.38	0.25	150	\$ 1 715	2.38%
15	15	R 01 \$13	199.64	0.60	300	\$ 3 467	4.82%
16	16	R 01 \$5 x 4	398.60	0.25	150	\$ 1 736	3.71%
17	17	R 01 \$2 x 10	403.38	0.25	150	\$ 1 715	3.67%
18	18	R 01 \$2 x 4 + \$4 x 3	398.27	0.25	150	\$ 1 737	3.71%
19	19	R 01 \$20	399.88	0.25	150	\$ 1 730	3.70%
20	00	R 01 \$50	1 188.66		50	\$ 582	3.11%
21	00	R 01 \$5 x 6 + \$10 w/SPOOKY	996.83		60	\$ 694	3.71%
22	00	R 01 \$5 x 10	992.54		60	\$ 697	3.73%
23	00	R 01 \$10 x 3 + \$5 x 4	1 203.13		50	\$ 575	3.07%
24	00	R 01 \$130	12 136.84		5	\$ 57	0.79%
25	00	R 01 \$10 x 3 + \$50 w/SPOOKY	12 578.18		5	\$ 55	0.76%
26	00	R 01 \$10 x 8 + \$20 + \$30	11 725.42		5	\$ 59	0.82%
27	00	R 01 \$10 x 3 + \$20 + \$30 + \$50	11 725.42		5	\$ 59	0.82%
28	00	R 01 \$20 x 6 + \$10	11 927.59		5	\$ 58	0.81%
29	00	C 01 \$13 000	\$13 000		5 ***	\$ 66 000	6.96%
		TOTAL	3.94	25.00	15 245	\$ 935 476	100.00%

B. Game Programming Parameter Analysis- These procedures were designed to demonstrate that the tickets produced in this game were produced within the constraints of the game programming parameters as noted in the Executed Working Papers and post-executed changes. The final Executed Working Papers containing the game programming parameters used to produce the entire population of tickets in the game were as follows:

Game Programming Parameters

- 1) No adjacent non-winning tickets will contain identical play symbols in the same locations.
- 2) No consecutive strings of non-winning tickets in a pack will exceed 2.5 times the overall odds of the prize structure (10).
- 3) There will be no more than one (1) winner of \$50 and above per pack.
- 4) The prize symbols will be approximately evenly distributed among their possible locations on a ticket.
- 5) The play symbols will be approximately evenly distributed among their possible locations on a ticket.
- 6) There will be no two (2) or more like non-winning play symbols on a ticket.
- 7) There will be no three (3) or more like non-winning prize symbols on a ticket.
- 8) There will be a predominance of \$10 and above prize symbols on non-winning tickets.
- 9) The "13" play symbol will only appear on intended winning tickets instantly winning the prize amount as dictated by the prize structure.
- 10) The "SPOOKY" play symbol will only appear on intended winning tickets instantly winning double the prize amount as dictated by the prize structure.

C. Review of Game symbols - These procedures were designed to demonstrate that the symbols programmed to print for the entire population of tickets in this game are consistent with those symbols that appear within the Executed Working Papers. The print image reports for execution of this procedure are images of actual tickets produced for the entire population of tickets in the game.

D. Review of Time Stamps- These procedures were designed to demonstrate that no unauthorized changes were made between the version of software used in the execution of procedures A. through D. and actual ticket production.

INSTANT GAME SCHEDULE - FY 2012

July 2011 through June 2012

ver 07.29.11

#	Price Point	Game	Start	Quantity Ordered	Top Prize	Times Won	Play Method	Special Feature	Size x 4	Sales	Pools	Test Rank
613	\$1	SODA-LICIOUS	7/11/11	1,200,000	\$1,000	4	FIND	INSTANT (COUPON?)	2.5	\$1,200,000	20	2
617	\$1	RIPE FOR THE PICKING	6/27/11	900,000	\$300	1	TTT		2.5	\$900,000	15	*
618	\$5	WEST VIRGINIA BLACK	6/27/11	660,000	\$50,000	15	KEY 3/12	INSTANT/WIN 5X	6	\$3,300,000	11	*
619	\$10	MUSCLE CAR MONEY™	7/11/11	660,000	\$100,000	20	KEY 4/20	WIN ALL 5X	8	\$6,600,000	11	*
620	\$1	HUNDREDS OF DOLLARS	8/8/11	1,020,000	\$2,000	4	MATCH 3/9	DOUBLER	2.5	\$1,020,000	17	2
621	\$2	CREEPY CASH	8/8/11	720,000	\$13,000	10	FIND	INSTANT/DOUBLER	4	\$1,440,000	12	*
622	\$2	TRIPLER	8/8/11	1,020,000	\$9,000	8	MATCH 2/3	TRIPLER	4	\$2,040,000	17	*
623	\$1	INK	9/5/11	840,000	\$3,000	4	KEY 1/4	DOUBLER	2.5	\$840,000	14	*
627	\$1	TIC TAC 2S	9/5/11	900,000	\$2,222	1	TTT	INSTANT	2.5	\$900,000	15	3
628	\$2	DICK TRACY	9/5/11	960,000	\$10,000	8	KEY 2/8	DOUBLER	4	\$1,920,000	16	3
626	\$2	BONUS CROSSWORD	9/5/11	1,320,000	\$8,000	2	EXTENDED	BONUS WORD	6	\$2,640,000	22	*
983		PROMO TICKET IV (RO#2)	ASAP	600,000	\$100	1	FIND		2.5		10	
629	\$1	\$250 CHRISTMAS CLUB	10/3/11	900,000	\$250	3	FIND		2.5	\$900,000	15	3
630	\$2	HOLIDAY TRIPLER	10/3/11	840,000	\$9,000	6	KEY 1/6	TRIPLER	4	\$1,680,000	14	2
631	\$3	GIT-R-WON	10/3/11	1,080,000	\$35,000	12	MATCH	TRIPLER	6	\$3,240,000	18	1
632	\$2	PINK DIAMOND BINGO	10/3/11	1,200,000	\$10,000	4	EXTENDED	BONUS DIAMOND	6	\$2,400,000	20	*
902		7-11-21 RO	10/17/11	2,160,000	\$1,100				2.5	\$2,160,000	36	
905		SCRATCH KENO RO	10/17/11	6,000,000	\$15,000				6	\$12,000,000	100	
633	\$1	CHIA	10/31/11	2,880,000	\$2,500	4	FIND	TRIPLER	2.5	\$2,880,000	48	
634	\$1	VETERANS' CASH	10/31/11	1,320,000	\$1,000	1	MATCH 3/9	INSTANT	2.5	\$1,320,000	22	1
635	\$2	KING'S CASH	10/31/11	780,000	\$13,000	10	FIND	DOUBLER	4	\$1,560,000	13	3
636	\$5	10X THE MONEY	10/31/11	720,000	\$40,000	8	KEY 1/3	MULTIPLIER	6	\$3,600,000	12	2
637	\$1	FROZEN 50S	12/5/11	1,020,000	\$500	1	MATCH 3/9	DOUBLER	2.5	\$1,020,000	17	1
638	\$2	HOT NUMBERS	12/5/11	960,000	\$10,000	10	KEY 1/9	DOUBLER/INSTANT	4	\$1,920,000	16	1
639	\$10	CRUISIN' FOR CASH	12/5/11	660,000	\$100,000	20	KEY 4/20	QUINTUPLER	8	\$6,600,000	11	1
649	\$1	TRIPLE DOLLARS	12/5/11	1,080,000	\$3,000	1	MATCH 3/9	TRIPLER	2.5	\$1,080,000	18	
903		GEM 7S RO	12/15/11	2,400,000	\$7,000					\$4,800,000	40	
Half Year Total										\$62,880,000		
640	\$1	MAGIC MONEY	1/2/12	960,000	\$3,000	4	KEY 1/4		2.5	\$960,000	16	2
641	\$2	TEXT ME THE MONEY	1/2/12	1,020,000	\$15,000	10	KEY 2/10	MULTIPLIER	6	\$2,040,000	17	2
642	\$2	INSTANT POWERBALL®	1/2/12	900,000	\$10,000	5	EXTENDED		4	\$1,800,000	15	1
643	\$1	FIRE N' DICE	1/30/12	1,020,000	\$1,200	4	ADD	DOUBLER	2.5	\$1,020,000	17	1
644	\$1	FOUR LETTER WORDS	1/30/12	900,000	\$4,444	4	EXTENDED		2.5	\$900,000	15	2
625	\$5	BASS PRO SHOPS	1/30/12	1,080,000	\$60,000	15	KEY 3/15	INSTANT/TRIPLER	6	\$5,400,000	18	2
645	\$1	SIGN OF MONEY	2/27/12	900,000	\$4,000	4	KEY 1/4	DOUBLER	2.5	\$900,000	15	2
646	\$2	LUCKY TRIPLER	2/27/12	960,000	\$12,000	10	FIND	TRIPLER	4	\$1,920,000	16	2
647	\$3	TBA	2/27/12	900,000	\$30,000	1	EXTENDED	INSTANT	4	\$2,700,000	15	4
648	\$5	JOKER MANIA	2/27/12	900,000	\$50,000	15	FIND	QUINTUPLER / INSTANT	6	\$4,500,000	15	1
624	\$1	HOME EQUITY	4/2/12	840,000	\$5,000	4	PAIR	QUINTUPLER	2.5	\$840,000	14	*
			4/2/12	0						\$0		
			4/2/12	0						\$0		
			4/30/12	0						\$0		
	\$2	CASHOLINE™	4/30/12	0						\$0		2
			4/30/12	0						\$0		
			5/28/12	0						\$0		
	\$2	DOGGONE LUCKY	5/28/12	0						\$0		2
			5/28/12	0						\$0		

Half Year Total **\$22,020,000**

Fiscal Total **\$84,900,000**

36 New Games (No ROs or Pulse changes)

15	\$1 Games	4	\$5 Games
13	\$2 Games	2	\$10 Games
2	\$3 Games		

DELIVERED OR ON PRESS SCHEDULE

WORKING PAPERS IN PROGRESS

BEHIND SCHEDULE

INSTANT GAME SCHEDULE - FY 2011

July 2010 through June 2011

ver 05.06.11

#	Price Point	Game	Start	Quantity Ordered	Top Prize	Times Won	Play Method	Special Feature	Ticket Size x 4	Sales	Pools	Test Rank
574	\$1	CASH ON THE SPOT	6/21/10	1,200,000	\$100	4			2.5	\$1,200,000	20	
577	\$1	GREENER PASTURES	6/21/10	1,080,000	\$1,000	1	MATCH 3/9	INSTANT	2.5	\$1,080,000	18	2
582	\$3	PINK PANTHER	6/21/10	1,080,000	\$33,333	12	FIND		6	\$3,240,000	18	1
580	\$1	HOT ONE	8/2/10	960,000	\$1,111	1	TTT	INSTANT	2.5	\$960,000	16	3
581	\$2	MONSTER CASH	8/2/10	660,000	\$13,000	3	MULTI	MULTI	4	\$1,320,000	11	2
573	\$5	MEGA MONOPOLY	8/2/10	660,000	\$100,000	12	KEY	SECOND CHANCE	6	\$3,300,000	11	2
583	\$1	DOUGH ZONE	8/30/10	1,020,000	\$3,000	1	MATCH 3/9	DOUBLER	2.5	\$1,020,000	17	2
584	\$1	DRIVE-THRU DOLLARS	8/30/10	1,020,000	\$999	8	PAIR		4	\$1,020,000	17	3
585	\$2	DEUCES WILD	8/30/10	1,020,000	\$20,000	8	BEATS	DOUBLER	4	\$2,040,000	17	1
586	\$2	BETTY BOOP™ Halloween Pulse	8/30/10	1,500,000	\$9,000	8	KEY 2/8		4	\$3,000,000	25	1
587	\$1	HAPPY HOLIDAY	10/4/10	1,080,000	\$240	1	MATCH 3/6	INSTANT	2.5	\$1,080,000	18	1
589	\$2	BLACK OUT BINGO	10/4/10	1,200,000	\$9,000	4	BINGO	BLACKOUT	6	\$2,400,000	20	
590	\$5	JOLLY JACKPOT	10/4/10	420,000	\$50,000	12	MATCH 3/3	INSTANT	6	\$2,100,000	7	1
579	\$3	PRESS YOUR LUCK™	10/4/10	900,000	\$30,000	10	FIND	TRIPLER	4	\$2,700,000	15	2
591	\$1	HIT \$100	11/1/10	1,200,000	\$100	4	KEY 1/4	INSTANT	2.5	\$1,200,000	19	2
592	\$2	HIT \$1,000	11/1/10	900,000	\$1,000	8	KEY 2/8	ALLTRIPLER	4	\$1,800,000	15	3
593	\$1	BRINGIN' HOME THE BACON	11/1/10	1,200,000	\$2,500	5	FIND	DOUBLER	2.5	\$1,200,000	20	1
586	\$2	BETTY BOOP™ Christmas Pulse	11/1/10									
595	\$1	VETERANS' CASH 5S	11/1/10	1,500,000	\$5,000	5	FIND	INSTANT \$50	2.5	\$1,500,000	25	1
594	\$1	9S IN A LINE	12/6/10	1,200,000	\$999	3	MATCH 3/3	TRIPLER	2.5	\$1,200,000	20	3
596	\$5	\$50,000 CASH	12/6/10	660,000	\$50,000	7	MULTI		6	\$3,300,000	11	3
578	\$2	ROUND 2 IT	12/6/10	780,000	\$2,222	8	KEY 2/8	INSTANT	4	\$1,560,000	13	3
Half Year Total										\$38,220,000		
597	\$1	FAST \$25	1/3/11	2,880,000	\$250	1	MATCH 3/9	2ND CHANCE	2.5	\$2,880,000	48	2
598	\$2	25 GRAND	1/3/11	1,680,000	\$25,000	4	MULTI	2ND CHANCE	4	\$3,360,000	28	2
599	\$25	SILVER SPECTACULAR	1/3/11	360,000	\$250,000	20	MULTI	2ND CHANCE	10	\$9,000,000	6	2
586	\$2	BETTY BOOP™ Valentine Pulse	1/3/11						4			
902		7-11-21 - RO#1	SOFT	2,400,000					2.5	\$2,400,000	40	
600	\$1	WIN PIGS FLY	1/31/11	1,200,000	\$500	4	Key 1/4	DOUBLER	2.5	\$1,200,000	20	2
601	\$1	TIC TAC TOE	1/31/11	1,020,000	\$3,000	1	TTT		2.5	\$1,020,000	17	2
602	\$3	SPICY HOT 6	1/31/11	1,080,000	\$30,000	12	FIND	TRIPLER	6	\$3,240,000	18	2
588	\$2	WORD GEMS	1/31/10	1,320,000	\$12,000	8	KEY 2/8		5	\$2,640,000	22	1
903		GEM 7S - RO#1	SOFT	2,400,000					4	\$4,800,000	40	
603	\$1	WEST VIRGINIA GREEN	2/28/11	1,200,000	\$2,000	4	KEY 1/4		2.5	\$1,200,000	20	1
604	\$2	PAIR IT TO WIN	2/28/11	1,080,000	\$12,000	8	MATCH	TRIPLER	4	\$2,160,000	18	1
605	\$2	CASH FIESTA	2/28/11	780,000	\$10,000	10	FIND	DOUBLER	4	\$1,560,000	13	3
586	\$2	BETTY BOOP™ St. Patrick's Pulse	2/28/11						4			
905		SCRATCH KENO - RO#2	CONT.	6,000,000	\$15,000	5	EXTENDED		5	\$12,000,000	100	
606	\$1	WILD BILLS	4/4/11	960,000	\$1,876	4	KEY 1/4	INSTANT	2.5	\$960,000	16	3
607	\$1	QUICK 10S	4/4/11	1,140,000	\$1,000	5	FIND		2.5	\$1,140,000	19	1
608	\$2	MUD N MONEY	4/4/11	720,000	\$8,000	8	KEY 2/8	WIN ALL	4	\$1,440,000	12	
609	\$2	BINGO SQUARED	4/4/11	1,320,000	\$10,000	4	BINGO	DIAMOND WIN	6	\$2,640,000	22	
610	\$1	DROP AND GIVE ME \$20	5/2/11	1,500,000	\$2,020	4	FIND	INSTANT	2.5	\$1,500,000	25	1
611	\$2	SPADES	5/2/11	1,020,000	\$5,000	8	BEAT	DOUBLER	4	\$2,040,000	17	3
612	\$5	MONEY BAGS	5/2/11	660,000	\$50,000	15	KEY 3/15	5X, DOUBLER	6	\$3,300,000	11	1
586	\$2	BETTY BOOP™ July 4th Pulse	5/2/11						4			
616	\$1	LUCKY DOG	5/30/11	1,200,000	\$5,000	1	MATCH 3/9	INSTANT WIN	2.5	\$1,200,000	20	
614	\$2	MINE MINE MINE	5/30/11	1,020,000	\$10,000	8	KEY 2/8	TRIPLER/WIN ALL	4	\$2,040,000	17	1
615	\$3	MONEY BAG SLINGO	5/30/11	840,000	\$30,000		EXTENDED	INSTANT	6	\$2,520,000	14	1

Half Year Total \$66,240,000
Fiscal Total \$104,460,000

41 New Games (No ROs or Pulse changes)

18	\$1 Games	4	\$5 Games
14	\$2 Games	0	\$10 Games
4	\$3 Games	1	\$25 Games

DELIVERED OR ON PRESS SCHEDULE
WORKING PAPERS IN PROGRESS
BEHIND SCHEDULE

INSTANT GAME SCHEDULE - FY 2010

July 2009 through June 2010

#	Price Point	Game	Start	Quantity Ordered	Top Prize	Times Won	Play Method	Special Feature	Ticket Size x 4	Sales
537	\$1	SIDE OF CASH	7/6/09	1,020,000	\$200	1	MATCH 3/9	DOUBLER	2.5	\$1,020,000
538	\$1	BAA BAA BUCKS	7/6/09	1,020,000	\$2,000	1	MATCH 3/9	INSTANT	2.5	\$1,020,000
539	\$2	TATTOO TRIPLER	7/6/09	720,000	\$9,000	10	FIND	TRIPLER	4	\$1,440,000
902	\$1	7-11-21	6/28/09	2,880,000	\$1,100	3	ADD		2.5	\$2,880,000
903	\$2	GEM 7S	6/28/09	3,600,000	\$7,000	10	FIND	DOUBLER	4	\$7,200,000
904	\$2	KENO	6/28/09	6,000,000	\$15,000	5	EXT KEY		5	\$12,000,000
983		PROMO TICKET IV	6/28/09	600,000	\$100	1	FIND		2.5	\$0
540	\$1	CREEPY CRAWLY CASH	8/3/09	1,200,000	\$1,300	1	MATCH 3/9	INSTANT	2.5	\$1,200,000
541	\$2	WINNING SEASON	8/3/09	1,080,000	\$12,000	4	ADD	INSTANT	4	\$2,160,000
542	\$5	DOUBLE TRIPLE CASH	8/3/09	840,000	\$21,000	13	KEY		6	\$4,200,000
543	\$1	TRIPLE PAY	8/31/09	1,440,000	\$3,333	3	FIND		2.5	\$1,440,000
544	\$2	FRIGHTFUL 13S	8/31/09	720,000	\$13,000	8	FIND	DOUBLER	4	\$1,440,000
545	\$2	ACES & 8S	8/31/09	1,020,000	\$8,888	8	FIND	DOUBLER	4	\$2,040,000
546	\$1	HAPPY HOLIDAYS	10/5/09	1,140,000	\$120	1	MATCH 3/9		2.5	\$1,140,000
547	\$2	HOLIDAY BUCKS	10/5/09	720,000	\$1,200	8	MATCH 2/2		4	\$1,440,000
548	\$5	CLASSIC SLOTS	10/5/09	2,100,000	\$50,000	12	MATCH 3/3	DOUBLER	6	\$10,500,000
555	\$1	VETERANS CASH	9/25/09	1,380,000	\$1,000	12	MATCH 3/3	INSTANT	2.5	\$1,380,000
983		PROMO IV (Reorder)	asap	1,200,000	\$100	1	FIND		2.5	\$0
549	\$1	ODDS & EVENS	11/9/09	1,200,000	\$1,234	5	FIND		2.5	\$1,200,000
550	\$1	LEAGUE NIGHT	11/9/09	1,200,000	\$2,000	3	FIND		2.5	\$1,200,000
553	\$2	BUCKS FOR YOUR BILLS	11/9/09	720,000	\$5,000	4	COUNT		4	\$1,440,000
552	\$1	2 FOR THE SHOW	12/7/09	1,440,000	\$2,222	5	FIND		2.5	\$1,440,000
554	\$2	SHOOT FOR THE STARS	12/7/09	720,000	\$9,000	8	MATCH 2/8		4	\$1,440,000
551	\$10	WHEEL OF FORTUNE®	12/7/09	660,000	\$100,000	20	KEY 5/20		8	\$6,600,000
Half Year Total										\$65,820,000
556	\$1	PLATINUM CARD	1/4/10	1,200,000	\$2,000	3	MATCH 2/3		2.5	\$1,200,000
557	\$2	BETTY BOOP™	1/4/10	1,080,000	\$9,000	8	KEY 2/8	TRIPLER/WIN ALL	4	\$2,160,000
558	\$2	DOUBLE BINGO	1/4/10	1,500,000	\$10,000	4	BINGO	DOUBLER	6	\$3,000,000
905	\$2	SCRATCH KENO	1/4/10	3,000,000	\$15,000	5	EXT KEY		5	\$6,000,000
559	\$1	LINE YOUR NEST	2/8/10	1,020,000	\$500	2	TTT	INSTANT	2.5	\$1,020,000
560	\$2	KING OF CASH	2/8/10	960,000	\$10,000	10	BEATS	DOUBLER	4	\$1,920,000
561	\$5	FABULOUS FORTUNE	2/8/10	900,000	\$40,000	15	KEY 3/15	TRIPLER/WIN ALL	6	\$4,500,000
562	\$1	DOUBLE DOG DARE	3/1/10	1,440,000	\$4,000	4	KEY 1/4	INSTANT	2.5	\$1,440,000
563	\$1	GET OUT AND PLAY	3/1/10	1,080,000	\$2,000	1	MATCH 3/9	DOUBLER	2.5	\$1,080,000
564	\$2	MYSTERY MONEY	3/1/10	1,020,000	\$12,000	8	MULTI	INSTANT	4	\$2,040,000
565	\$1	LUCKY ROLL	4/5/10	1,500,000	\$1,100	6	FIND	WIN ALL	2.5	\$1,500,000
566	\$2	THREE FOR THE MONEY	4/5/10	1,200,000	\$3,333	4	COUNT		4	\$2,400,000
567	\$5	PLATINUM PAYOUT	4/5/10	780,000	\$50,000	15	FIND	TRIPLER	6	\$3,900,000
568	\$1	TANGERINE TRIPLER	5/3/10	1,020,000	\$3,000	1	MATCH 3/9	TRIPLER	2.5	\$1,020,000
569	\$2	CASH IN A SPLASH	5/3/10	840,000	\$7,000	8	KEY 2/8	DOUBLER/WIN ALL	4	\$1,680,000
570	\$2	POKER	5/3/10	1,080,000	\$5,000	4	BEATS		4	\$2,160,000
576	\$2	CLASSIC CROSSWORD	5/3/10	1,440,000	\$8,000	1			6	\$2,880,000
905	\$2	SCRATCH KENO (RO#1)	TBD	6,000,000	\$15,000	5	EXT KEY		5	\$12,000,000
983		PROMO TICKET IV (RO#2)	TBD	600,000	\$100	1	FIND		2.5	\$0
571	\$1	A 10 HUT	5/31/10	1,320,000	\$2,000	4	FIND	INSTANT	2.5	\$1,320,000
572	\$1	TOP BANANA	5/31/10	1,080,000	\$300	5	FIND	TRIPLER	2.5	\$1,080,000
575	\$2	COUNT UP CASH	SHELF	900,000	\$15,000	1			4	\$1,800,000

New Games (No Ros)

Half Year Total \$56,100,000
Fiscal Total \$121,920,000