



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
LOT484

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY
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
02/07/2012				

BID OPENING DATE: **03/14/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		962-47		
<p style="text-align: center;">OPEN END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA LOTTERY, IS SOLICITING BIDS FOR BONDING OF WEST VIRGINIA LOTTERY LIMITED VIDEO LOTTERY (LVL) PERMIT HOLDERS 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 02/27/2012 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>BONDING (INSURANCE SERVICES)</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 07/01/2012 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

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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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.html 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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BID OPENING DATE: 03/14/2012 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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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>						

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A 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>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>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: LOT484</p> <p>BID OPENING DATE: 03/14/2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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

WEST VIRGINIA LOTTERY
LIMITED VIDEO LOTTERY
BLANKET BONDING OF PERMIT HOLDERS
REQUEST FOR QUOTATION (RFQ) FOR AN OPEN-END CONTRACT
LOT484

I. INTRODUCTION

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

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

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

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

Credit and criminal background checks of each applicant are performed annually. Majority ownership of the retailer location must have West Virginia residency.

Permit holders are liable for their own net gaming revenue owed to the State Lottery Commission each month. The West Virginia Lottery processes sweeps of the permit holder's bank accounts for the collection of the lottery admin fee and the state share of revenue on the tenth day of each month. If the sweep returns NSF, the Lottery Commission is notified and fines are assessed. If the debt is not paid in a timely manner, the machines will be turned off.

A retailer's first NSF results in a NSF fee and interest until the sweep is collected. If a retailer NSF's a second time, they face the NSF fee and interest along with a possible 100% civil penalty at the discretion of the Lottery Commission. A third NSF in a twelve month period will result in an NSF fee, interest, up to 100% civil penalty and possible loss of LVL license at the discretion of the Lottery Commission.

In the event that the Lottery is unable to collect the debt for 3 months, the file is turned over to the State Finance Division who will utilize a third party collection agency to collect the debt. In the event the third party collection agency is unable to collect the debt, it is at the discretion of the Lottery Director to file the debt against the bond. There have not been any losses under the bond since the inception of the program.

As prescribed in LVL Rule 179-5-5.1.a., each permit holder was initially required to post a \$1,500 bond per terminal issued to each permit holder, and the permit holder paid the premium cost of such bond. LVL Rule 179-5-5.1.b. provides that the West Virginia Lottery is to acquire a blanket bond for at least \$2,000 per video lottery terminal that became effective March 1, 2006.

The West Virginia Lottery is soliciting quotes through this Request For Quotation (RFQ) to bond its LVL permit holders under a blanket bond. Four (4) separate quotes are being solicited with only one being awarded. They are as follows:

1. Quote should be made on the premium cost per one thousand dollars (\$1,000) of coverage.

2. Quote should be made on the premium cost per one thousand dollars (\$1,000) of coverage. The Lottery will be responsible for the first \$10,000 of total losses.
3. Quote should be made on the premium cost per one thousand dollars (\$1,000) of coverage. The Lottery will be responsible for the first \$25,000 of total losses.
4. Quote should be made on the premium cost per one thousand dollars (\$1,000) of coverage. The Lottery will be responsible for the first \$50,000 of total losses.

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

The maximum number of permits that can be held by one permit holder is 675. Therefore, the maximum exposure for any one permit holder would be \$1,350,000 (675 X \$2,000).

The requirements for a bond are statutory and all previous successful bidders have been able to provide an acceptable bond document. The successful vendor will execute a master bond containing a computerized list supplied by the Lottery, of all covered LVL permit holders indicating the number of video lottery terminals for each permit holder and a total of all video lottery terminals. This listing will serve as a basis for calculation of the premium to be paid by the Lottery from collections received from LVL permit holders. This listing will be updated on a quarterly basis to reflect all changes and/or deletions. A new master listing will be generated by the Lottery on a quarterly basis (March 1, June 1, September 1, and December 1 of each year).

II. MANDATORY QUALIFICATIONS OF VENDOR

- A. Bidder must be licensed to do business in the State of West Virginia and in good standing with the Insurance Commissioner's Office in West Virginia.
- B. The Bidder must be a Best's "A+" or "A" rated insurance company and must maintain that rating throughout the term of the contract.
- C. Each bidder's quote should include:
 1. The names, address, telephone number, and contact person for the bidder.
 2. The names, addresses and telephone numbers of three current or past client references who the Lottery may contact.

3. Letter of good standing from the Office of the State Insurance Commissioner of the State of domicile.
4. Copy of the Best Trend Report for the current year.

III. PRE-BID CONFERENCE

N/A

IV. GENERAL PROVISIONS

- A. Life of Contract – This contract becomes effective on July 1, 2012, 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. The contract may be renewed upon the mutual written consent of the spending unit and vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

Unless specific provisions are stipulated in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

- B. Basis of Award – The successful bidder that meets all of the mandatory qualifications criteria will be selected on the basis of the lowest premium bid for the one option selected by the Lottery from the quotes required in I. (1—4). In the best interest of the State of West Virginia, the Lottery reserves the right to select the lowest qualified bid from only one of the four bids as the successful vendor. A low bid in a category not selected by the Lottery does not entitle the bidder to the contract under this Request for Quotation (RFQ).
- C. Premium – Vendor must prorate premium charge one-fourth of annual premium for each quarter for adding and deleting permit holders.

WEST VIRGINIA LOTTERY
LIMITED VIDEO LOTTERY
Permit Holders as of 1-23-2011

WEST VIRGINIA LOTTERY
LOT484
ATTACHMENT 1

DBA Name	Total Permits
Advanced Lottery Tech.	536
Ajax Amusement Machines	224
Clay Music Company	131
Gameroom Amusements	85
Action Gaming, Inc.	450
Jack's Amusement	193
Viking Video & Music, Inc	85
Derrick Video, LLC	550
Woodward Video LLC	150
Dustyn Enterprises, Inc.	130
Random World, Ltd.	500
LeeJay Amusements	82
Vast Vending, Inc.	58
A-1 Amusement	248
Progressive Video Lottery	220
Trans-Allegheny Ent.	196
Al's Novelty & Coin	30
Mountaineer Music, LLC	75
Southern Amusement Co.	675
Mountaineer Coin & Gaming	55
Wheeling Coin, LLC	377
Blue Diamond LLC	197
Viking Vending Services	7
K & K Music Company	35
Valley Coin Mach. Co., LLC	40
Coin Op Vending Corp.	50
Worldwide Gaming LLC	42
Shaffer Amusement Co. LLC	360
Ellifritz Amusement Co.	44
S & B Gaming LLC	40
Warden Amusement Inc.	35
Bat's, Inc.	50
Poke, Inc.	20
Buck's Inc.	50
Grand Slam Gaming And Entertainment, Inc.	25
Dice, LLC	15
J & J Amusement, LLC	25
Chesterfield House	5
Park Mart	5
Coach's Bar & Grille	3
McLewie's III	5
Lesters Hard Times LLC	5
Jerry's	5
Jesse's Pub	5
Casey's Family Restaurant Hot Spot	5
Torlone's	5
The Java Shoppe	5
The Last Roundup Club	5
Frank's Hot Spot	5

WEST VIRGINIA LOTTERY
LIMITED VIDEO LOTTERY
 Permit Holders as of 1-23-2011

DBA Name	Total Permits
Colasante's Restaurant & Pub	5
Lil' Moe's	5
T-G's Lounge & Café	4
Cottrell's Country Store	2
Stadium Club, The	5
Lil' B's	5
Bette's	5
VFW Post #6450	10
Four Corners Club	5
Bourbon Street Café	5
Murad's at 35th Street	2
C G's	5
Locker Room Sports Grill	2
Mugshotz Bar & Grill	5
Mace's Restaurant & Lounge	5
Ye Olde Alpha	5
Moose Lodge #868 - St. Albans	5
Mini Bar	5
American Legion Post #3	7
American Legion Post #18	4
White Stallion Club	5
Club Brass Room	4
Piggy's Club	5
Lazy Dog Saloon	5
Lucy's Coffee House II	5
Moose Lodge #1444 - Charl	10
American Legion Post #93	10
Jericho Inn	5
Belmont MotorInn Hot Spot	5
A-Cubed	2
Kelly's Hot Spot II	5
Kathrine's Kafe	5
Bogies Place	5
3- Ways Inn	2
Spare Time	5
Eagles Lodge #1891-Aerie	2
Ernie's City Perk	5
Elks Lodge #1801 - Weirto	7
Fraternal Order of Oriole	10
Wakim's Sportsman's Club	5
Parlor Café	5
Strikers Sports Lounge	5
Beckley Lodge #1606	9
Moose Lodge #931 - New Ma	7
J.P. Henry's	5
Nip N'Cue	5
Jerry's Restaurant & Lounge	5
Plaza Lounge	5
Fun Café	5
Moose Lodge # 565 - Nitro	5
Nick's Lounge	4
Bridge Bar & Coffee Shop	4
Coney Island	5

WEST VIRGINIA LOTTERY
LIMITED VIDEO LOTTERY
 Permit Holders as of 1-23-2011

DBA Name	Total Permits
Classics 3 Hot Spot L&Res	5
American Legion Post #121	10
Kegler's Sports Bar	5
Suburban Lanes	5
Cozy Corner	2
Midtown Lounge	5
Rendezvous Club	5
Moose Lodge #52	7
Tailgater's Pub II	5
Zeek's Sports Lounge	5
City Café	5
Halftime Café	5
K & J's Skip n Go, Inc.	5
The Smokehouse	5
Karen's Cookie Carnival	5
Abbey's	5
American Legion Post #114	10
Club Jo Jon	5
Sunset Ellis Restaurant	4
Emerson Pub	5
Kelly's Kafe II	5
Penn Bar & Grill	5
C J's Pub	5
High Life Lounge I	5
The Cellar Door	5
River's Edge Café	4
Timbo's	5
Lewee's I	5
Patty's Hot Spot II	5
Brianna's Café	5
High Life Lounge	30
Quiet Deli Sports Grill	5
Cold Spot Cross Lanes-Nit	5
Hot Spot Lounge #2	5
Block & Barrell Deli	5
The Club Room	5
Block & Barrel Deli	5
Dick's Swiss Burger	5
Mimi's-St. Albans	5
Mimi's-Ashton Place	5
Mimi's-Southridge	5
Patty's-Beckley Crossing	5
Mimi's-Liberty Square	5
Mimi's-Quincy	5
Julie's Place	5
Members Only	5
Patty's-Beckley Plaza	5
Mimi's-Dunbar	5
Lori's Pub II-Hernshaw	5
Stars and Stripes I	5
Mimi's-Nitro	5
Patty's-Merchants Walk	5
Patty's-Oak Hill	5

WEST VIRGINIA LOTTERY
LIMITED VIDEO LOTTERY
 Permit Holders as of 1-23-2011

DBA Name	Total Permits
Sofia's-North Mall	5
Sofia's-Old Courthouse	5
Paula's-Bridgeport	5
Patty's-Gateway	5
Patty's-Princeton	5
Patty's-Bluefield	5
Paula's-Mileground	5
Paula's-Fairmont	5
Paula's-Clarksburg	5
Killin Time #1	5
Palace Lounge	5
Paula's-University	5
Jumpin' Jimmy's	5
Paula's-Elkins	5
Patty's-Sophia	5
Mimi's-Pea Ridge	5
Must Be 21 To Enter-Lubec	5
Must Be 21 To Enter - Min	5
Max's Place	5
Paula's-Westover	5
Mimi's-Patrick St.	5
Bradley's Parlor	5
RiverSide Lunch	5
Club Lounge	5
Sofia's-Ranson Square	5
Paula's-Weston	5
Smokin Sam's	5
High Life Lounge	10
Towne 'N Country Lounge	5
Waterfront Place Hotel	5
Patty's Hot Spot 1	5
Club El Dorado	5
Bahama Bay Café	5
Killin Time #2	5
Good Times Café	5
Stars and Stripes II	5
Sam's Hotdogs	4
Brooke Plaza Café	5
Wise Guys	5
Texas Jim #1	5
Opportunity Knocks #1	10
Dan O's	5
Curt's	5
EZ-Borderline Hotspot	5
Goodfellas	5
The Peoples Choice Café	5
Route 2 Café	5
Lewee's II	5
Fun Café	5
Sam's Hotdogs	5
The Brass Tree Lounge	5
Billy Sunday's	5
Sunset Café III	5

WEST VIRGINIA LOTTERY
LIMITED VIDEO LOTTERY
 Permit Holders as of 1-23-2011

DBA Name	Total Permits
Mimi's-Hill's Plaza	5
Mimi's Local Café-Beckley	5
Must Be 21 To Enter - Par	5
Dee Jay's BBQ Ribs and Grill	5
Must Be 21 To Enter	5
Joli	5
Coffee Club	5
Judy's	5
Smoke Time Sam's #2	5
Coffee Talk Etc	5
Lewie's	5
Pam's #5	5
Pam's #6	5
Shirls and Kathy's Parlor	5
Lisa's	5
Main St. News Stand	5
American Legion Post #31	3
New Orleans Coffee House	5
Sports Grill Lounge	5
Darla's Café	5
Nawlin's Street #1	5
Nawlin's Street #2	5
Lewee's III	5
The Big Easy	5
The Holiday Room	5
Howdy's Owls Nest	5
Sassy's	5
Melissa's	5
Let's Say Café II	5
Sassy's-Barboursville	5
Mugsy's Café II	5
Mugsy's Café	5
Lucy's Sports Bar	5
Fat Tuesday's	5
Max's Place	5
West Street Café	5
Garden Café	5
Upper Deck Café	5
Max's Place Hot Spot	5
Geno's #2 -Wheeling	5
Cold Spot	5
Rt 50 Lounge	5
Rosie's Sub Shop	5
New Orleans Coffee House	5
Ronnie's	5
Kelly's Hot Spot V	5
Bill's Place	5
The Oasis Café	5
Franklin's Bar & Grille	5
The Coffee Mill	5
Cold Spot Glen Jean	5
Blue Steel Grill & Café	5
Toga Café of Weirton	5

WEST VIRGINIA LOTTERY
LIMITED VIDEO LOTTERY
 Permit Holders as of 1-23-2011

DBA Name	Total Permits
Judy's-Robert Byrd Dr	5
Main Street Lounge	5
Pop a Topp	5
Sunset Café	5
Kelly's Hot Spot IV	5
Joli's	5
Ivy's	5
TJ's Place	5
Sunset Café II	5
MIMI's Local Café-KC	5
STARZ	5
Lily's-Wheeling	5
Café Primo	5
Hollywood Hollywood	5
Emma's at the Airport	5
Patty's-Beckley By-Pass	5
The Point Café	5
Shirl and Kathy's Parlor	5
Mona's Rendezvous	5
Cactus Club Café	5
Misty's Sports Bar @ SC	5
Freedom Way Lounge	5
The WOW Zone	5
Judy's	5
Winston's Hot Spot 2	5
Winston's Hot Spot	5
McLewie's I	5
Sofia Rae's Café	5
Checkered Flag Café I	5
Mary's Café	5
Front Street Lounge	5
Lucille's II	5
Sassy's-SC #1	5
Sam's Hotdogs	5
Stuart's Hot Dawgs	5
Mama Lina's	5
Cactus Club Café II	5
Linda Lou's	5
STARZ	5
STARZ	5
Caribbean Café	5
Geno's #2-New Marti	5
Must Be 21 To Enter-	5
Hillbilly Café	5
Geno's #4- Wheeling	5
Geno's #3 -Glendale	5
Geno's-Moundsville	5
Geno's #2- Moundsvil	5
Sassy's -SC #2	5
The Burg Café, LLC	5
Checkered Flag Café II	5
Lewie's Too	5
Lori's Pub II	5

WEST VIRGINIA LOTTERY
LIMITED VIDEO LOTTERY
 Permit Holders as of 1-23-2011

DBA Name	Total Permits
Sam's Hotdogs	5
Tusie's	5
Mason Smoke Shak	5
Midtown Lounge II	5
Kelly's Hot Spot III	5
Celebration Place #2	5
Caribbean Café II	5
Maverick's Hot Spot #2	5
Maverick's Hot Spot #3	5
Maverick's Hot Spot #1	5
Hot Spot Express #3	5
Mugsy's Café III	5
Lily's	5
EDJ River City Perk	5
Big Apple Lounge	5
McLewie's II	5
Chunki's Pizza and	5
Lucy's Coffee House	5
WES	5
Kelly's Hot Spot	5
The Inn at Pettyjohn	5
Steel Valley Bowling Cent	5
Melissa's	5
Kelly's Kafé	5
Sub Stop	5
Neon Café II	5
Lily's	5
Geno's -Benwood	5
Cruiser's Café	5
The Homeplate Club	5
Tobacco Barn	5
Lilly's Pasta House	5
Red Dog Café	5
Sophia's Café	5
Make Your Day Café	5
Hotspot Café	5
Island Time Club	5
Café D	5
Miss Alice's	5
Tobacco Barn #2	5
Miss Daisy's	5
Sophie's	5
Palm Café	5
Texas Jim #5	5
J's II	5
RB2 #2	5
High Life Lounge	5
Maria's Sports Bar	5
Sophia's Café	5
Nicole's	5
Gee's	5
Chaz's	5
Bradley's Tropical Retreat	5

WEST VIRGINIA LOTTERY
LIMITED VIDEO LOTTERY
 Permit Holders as of 1-23-2011

DBA Name	Total Permits
Murdochs River City Perk	5
Ravenswood Hot Spot	5
Haddy's	5
Kristi's	5
Tee Bonez Steak & Ale	5
Sarahs	5
Kristi's I	5
Joyce's	5
Venus Lounge #27	5
Venus Lounge #21	5
Venus Lounge #22	5
Venus Lounge #26	5
WV's Original City Perk Six	5
WV's Original City Perk Five	5
WV's Original City Perk Four	5
WV's Original City Perk Three	5
WV's Original City Perk Two	5
WV's Original City Perk One	5
Smoke Time Sam's #88	5
RB Hot Spot	5
Deanos Express	5
Kristi's	5
Joyce's	5
Sunset Beach Hot Spot	5
Rose's Café	5
Jeanie's	5
Texas Jim 3	5
Custard Stand	4
Members II	5
Chuckie's	5
Ruby's	5
The Leap	5
Saratoga Hot Spot II	5
Lewee's V	5
Lewee's IV	5
Mama Lina's at Summersville	5
The Guest House	5
The Lounge	5
Midway Café	5
Hot 5 Stop	5
Max's Place Hot Spot	5
Venus Lounge #23	5
Rivals Sports Bar II	5
Sarah's II	5
Sydney D's	5
Sarah's III	5
Pipers	5
Kristi's	5
Ruby's	5
Ruby's	5
Northend Café	5
Bette's II	5
Brylee's Café	5

WEST VIRGINIA LOTTERY
LIMITED VIDEO LOTTERY
Permit Holders as of 1-23-2011

DBA Name	Total Permits
Jeanie's II	5
Jeanie's Teays Valley	5
K's River City Perk	5
Mama Lina's at War	5
Abie's	5
Logan's Lazy Café	5
Cecil R. Roth *	5
Eruptions, LLC *	5
KCUH Enterprises LLC *	4
Mama Lina's Incorporated *	5
Top Five, LLC *	5
	<u>8095</u>

* Permits are pending issuance

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.