

AMENDMENT #1 – September 16, 2009

REQUEST FOR PROPOSALS (RFP)

CENTRAL MONITOR AND CONTROL SYSTEM FOR A VIDEO LOTTERY TERMINAL PROGRAM (#2009-11)

This Amendment #1 is being issued to amend and clarify certain information contained in the above referenced RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., **word**), and language deleted has been marked with a strikethrough (i.e., ~~word~~).

1. **REVISE: KEY INFORMATION SUMMARY SHEET.**

Due Date for Receipt of Proposals: September ~~30~~¹⁷, 2009 by 2:00 p.m. (Local Time)

2. **REVISE: SECTION 1.2 OFFEROR PROHIBITIONS, page 4:**

The Offeror that is awarded this Contract for the Central Monitor and Control System shall be prohibited from being awarded a subsequent contract by the Commission for the provision of ~~VLTs or VLT Testing~~. **However, if the Central System Contractor is also a Contractor providing VLTs to the Commission, the Contractor shall be subject to random testing, at the Contractor's expense, at any time with no prior notice by the Commission.**

3. **ADD: SECTION 1.4 GLOSSARY OF TERMS USED WITHIN THIS REQUEST FOR PROPOSALS, page 10:**

Win – Means the same as "Proceeds". See definition of "Proceeds".

4. **REVISE: SECTION 3.4 SCHEDULE, pages 18-19:**

The key Dates for this project stated below are for informational and planning purposes. The Commission reserves the right to change any of these dates.

<u>Event</u>	<u>Date</u>
Issue Date of RFP	August 14, 2009
Pre-Proposal Conference	August 27, 2009
Due Date for Receipt of Proposals	September 30 17, 2009
Oral Presentations and, if required, Site Visits (Approximately)	October 19-23 5-9, 2009
Contract Start (Start-up Period begins upon issuance of NTP)	December 1, 2009
Initial Central System Testing (backup)	To be Determined
Primary Location Setup	To be Determined
Final Central System Testing (primary)	To be Determined
Start-up period Ends-First Facility Operational	To Be Determined

5. **REVISE: SECTION 3.7 PROPOSAL SUBMISSION, sub-paragraph 3.7.1 Due Date for Receipt of Proposals, page 20.**

The submission of Proposals shall be conducted as described in Section VII.

All proposals must be received by the Procurement Officer, at the address listed in Section 3.1.1 and the Key Information Summary Sheet, no later than 2:00 p.m. (Local Time) on September ~~30~~ 17, 2009, in order to be considered.

6. **REVISE: SECTION 4.33 INTELLECTUAL PROPERTY PROTECTION, fifth paragraph, page 54.**

Except as required or permitted by law, The Contractor shall not affix any restrictive markings upon any work product, deliverable, New Intellectual Property or other data and if such markings are affixed, the Commission shall have the right at any time to modify, remove, obliterate, or ignore such warnings unless the Contractor has sufficiently demonstrated to the Contract Manager its authority under law to affix such markings. In no event shall any such

markings of the Contractor be any larger than 1/4 the size of any Lottery markings.

7. **REVISE: SECTION 4.36 CONFIDENTIALITY, page 54.**

The Contractor agrees that, except as required by law, any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Contract shall be kept confidential and not be disclosed to any person other than the State, its designated officials, employees, and authorized agents. The Contractor shall immediately notify the State in writing if it is requested to disclose any information made known to or discovered by it during the performance of the Contract.

8. **REVISE: SECTION 4.44.5 DAMAGES IMPOSED / CENTRAL SYSTEM IMPLEMENTATION, page 60:**

4.44.5.1 Condition

The Contractor shall complete all installation preparations as required by the Commission, complete Central System testing to the Commission's satisfaction, pass Commission Acceptance Testing, and comply with all other Contractual requirements and the schedule as specified in the final Implementation Plan as approved by the Commission. This Section applies to both the initial opening of a Facility and a scheduled expansion of a Facility.

4.44.5.2 Damage

The Commission may impose liquidated damages of up to \$10,000 per day per Facility, after notice by the Commission, prior to the scheduled date for commencement of operation for the initial opening of a new Facility or the scheduled expansion of a Facility, and \$150,000 per day per Facility following the scheduled date for commencement of operation for each calendar day of delay that is the responsibility of the Contractor in completion of Central System testing or Acceptance Testing beyond the periods defined in the Contract and may assess such damages until Central System testing or Acceptance Testing is completed in accordance with definitions and requirements set forth herein.

In addition, the Commission may impose liquidated damages of up to \$500 per day for each and every failure to provide a deliverable or resolve an acceptance test problem pursuant to the agreed upon schedule or to comply with all other contractual requirements in effect, until such requirement is provided or performed.

9. **REVISE: SECTION 4.44.6.2 Damages, pages 60-61:**

The average amount of revenue per minute per VLT for the Facility over the 4 week period prior to the Central System outage will be used to calculate damages. For

each minute of downtime wherein a loss of revenue occurs **that is the responsibility of the Contractor**, or fraction thereof, beyond two (2) minutes, the Commission may impose liquidated damages in the amount equivalent to the average amount of **win** revenue per minute per VLT for the Facility over the 4 week period prior to the Central System outage.

10. **DELETE: SECTION 4.44.13 OTHER BREACHES OF CONTRACT, page 63:**

~~If the Contractor fails to comply with any material provision of the Contract for which liquidated damages are not specifically provided herein, the Commission, after providing such notice as is appropriate to the particular breach, shall be entitled to liquidated damages in the amount of up to \$10,000 for each and every calendar day of continued breach of each material provision of the Contract.~~

11. **REVISE: SECTION 4.47.7 INOPERABLE VLT, page 61:**

4.44 47.7 INOPERABLE VLT

4.44 47.7.1 Condition

If a VLT is inoperable for more than two (2) hours due to a problem with any part of the Central System network for which the Contractor is responsible, liquidated damages may be imposed.

4.44 47.7.2 Damage

For any maintenance delay which causes a VLT to be inoperable beyond the allowable two (2) hours, the Commission may impose liquidated damages of up to the amount calculated by the formula below per VLT per minute for which a VLT is inoperable:

$$\frac{\text{Average win per VLT per day at the Facility.} \times \# \text{ of minutes inoperable}}{18 \text{ hours} \times 60 \text{ minutes}}$$

12. **ADD: SECTION 5.1 GENERAL, subparagraph 5.1.6.5, page 78:**

5.1.6.5 Complete connectivity to each VLT including connection from the wiring closet to the VLT bank, within the VLT bank and to each VLT. Connectivity includes all hardware, software, cable runs, cable terminations, and cable testing.

13. **REVISE: SECTION 5.2.6 HARDWARE, subparagraph 5.2.6.2, page 83:**

5.2.6.2 All hardware and ancillary peripherals making up the Central System shall be new equipment **for this Contract** that has not previously been used or

refurbished, except for equipment that has been used at a temporary or permanent Facility **under this Contract** may be re-used at the corresponding permanent Facility **any other Facility in the State under the terms of this Contract.**

14. **ADD: SECTION 5.2.8 ACCOUNTING REQUIREMENTS, subparagraph 5.2.8.1, item number 25., pages 86:**

25. For Progressive Games the Central System shall account for and report progressive jackpots.

15. **REVISE: SECTION 5.2.9 LOCAL AND WIDE AREA PROGRESSIVE VLTS, pages 86-87:**

5.2.9.1 The Central System shall be able to report progressive jackpot games, either linked games at a single, multiple, or multi-state licensed Facility. **The Central System Contractor is responsible only for the financial reporting of progressives for data relative to the State of Maryland.**

5.2.9.2 The Central System shall produce reports that clearly demonstrate the method used to arrive at the jackpot amount. This includes the documentation of credits contributed from the beginning of the polling cycle (including those from the time period immediately following the previous jackpot) and all credits contributed up to and including the polling cycle that includes the jackpot signal. Credits contributed to the system after the jackpot win occurs, in real-time but during the same polling cycle, shall be considered to have been contributed to the progressive jackpot amount prior to the win.

5.2.9.3 The Central System shall produce fiscal reports that support and verify the economic activity of the game(s), indicating the amount of and basis for, the current jackpot amount (the amount currently in play). Such reports shall include but not be limited to:

1. An aggregate report to show only the balancing of the progressive link with regard to Facility-wide totals;

2. A detail report in a format that indicates for each VLT, summarized by location, the cash-in/cash out and credits-played/credits-won totals, as such terms are commonly understood in the industry.

5.2.9.4 Each progressive controller linking one or more progressive VLTS shall be submitted to be evaluated by the Commission's independent testing laboratory, pass User Acceptance Testing by the Commission and be approved by the Commission.

5.2.9.5 There shall be a progressive entry authorization log within each controller and the log shall be completed by any person gaining entrance to the controller.

~~The log shall be entered on a form provided by the Commission to provide an audit trail of any employee who gains access to the progressive controller.~~

~~5.2.9.6 A progressive meter or progressive controller shall keep the following information in nonvolatile memory which shall be displayed to the Commission or Facility upon demand:~~

- ~~1. Number of progressive jackpots won on each progressive meter if the progressive display has more than one winning amount.~~
- ~~2. Cumulative amounts paid on each progressive meter if the progressive display has more than one winning amount.~~
- ~~3. Maximum amount of the progressive payout for each meter displayed.~~
- ~~4. Minimum amount or reset amount of the progressive payout for each meter displayed.~~
- ~~5. Rate of progression for each meter.~~

16. REVISE: SECTION 5.9 STAFFING, subparagraph 5.9.1 GENERAL, third paragraph, pages 106-107:

The Commission requires the following minimum Contractor staffing in certain key areas, with all positions being full-time unless otherwise specified. The Contractor shall provide On-going Support Staff which shall be permanent positions in support of all requirements for the duration of the Contract term as specified in Section 5.9 8.3. The Contractor shall also provide Implementation Staff as specified in Section 5.9 8.2 which shall be provided in support of the implementation of the Central System at each of the VLT Facilities as they open and become operational, and shall remain with the implementation until at least two (2) weeks after the commencement of VLT operations at a Facility. The Implementation Staff shall be separate individuals in addition to the On-going Support Staff. All staff assigned to this Contract shall be subject to approval by the Commission.

17. REVISE: SECTION 5.10.1 HOTLINE (CENTRAL REPORTING SYSTEM), subparagraph 1., page 109:

1. The Contractor shall provide a central trouble reporting system ("Hotline") whereby Facilities may quickly and easily report problems related to both the Central System and VLTs.

18. REVISE: SECTION 5.10.2 FIELD SERVICE/SUPPORT, page 111:

1. Facility Equipment

~~The Contractor shall arrive at a Facility location, and repair defective or poorly performing equipment within two (2) hours from the time the notice of the malfunction is received by the Contractor. Repairs shall be required 24x7x365.~~

~~2. Telecommunications Failures~~

~~The Contractor shall be responsible for resolving all telecommunications issues within two (2) hours from the time the notice of the issue is received by the Contractor.~~

~~1-3. Opening of a Facility~~

~~The Contractor shall provide a maintenance technician on-site at each Facility 24x7 for at least a two (2) week period following commencement of VLT operations at the Facility.~~

19. REVISE: SECTION 5.15 DELIVERABLES, page 120-122:

Note: An asterisk (*) denotes the dates submitted in the Contractor's Implementation Plan required by RFP Section 5.12 4.1. Because deliverable due dates are dependent upon the Commission's issuance of a Notice to Proceed ("NTP"), the timing shall be expressed in terms of NTP + X days.

20. REVISE: SECTION 7.3.5 Offeror Technical Response to RFP Requirements, subparagraph 7.3.5.2 Central System, item g), page 130:

Describe how progressive and participation games are handled, which may be operated by the Facility or another entity separate from the Central System. Discuss meter management and reporting, performance tiers and participation fee accounting and reporting.

It is anticipated that the VLT manufacturers will provide progressive meters and controllers. Explain how the Offeror's Central System handles reporting and accounting for progressive VLTs.

21. REVISE: APPENDIX F – FINANCIAL PROPOSAL SHEET, pages 184-188:

See attached revised Financial Proposal Sheet.

22. REVISE: APPENDIX H – LITIGATION/PROTEST BOND, page 190:

See attached revised Litigation/Protest Bond form.

23. REVISE: APPENDIX I – PROPOSAL BOND, page 191:

See attached revised Proposal Bond form.

24. REVISE: APPENDIX J – PERFORMANCE BOND, page 193:

See attached revised Performance Bond form.

25. REVISE: APPENDIX M – CENTRAL SYSTEM REQUIREMENTS CHECKLIST, pages 201-213:

See attached revised Central System Requirements Checklist form.

Except as expressly amended herein, all other terms, provisions and conditions in the RFP remain unchanged and in full effect.

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APPENDIX F - FINANCIAL PROPOSAL SHEET

**CENTRAL MONITOR AND CONTROL SYSTEM FOR
A VIDEO LOTTERY TERMINAL PROGRAM (#2009-11)**

**This form must be completed in its entirety and submitted by the Offeror with its
Financial Proposal.**

Do Not change or alter this form.

All Prices proposed shall be firm fixed prices for the entire term of the Contract to include the Renewal Option period, if exercised, and any other extensions. Offerors are reminded that the number of Facilities, number of VLTs and startup dates indicated in this Financial Proposal Sheet are estimates based on presently available information and are being used for price comparison purposes only. There is no guarantee of any minimum or maximum amount under the Contract anticipated to result from this RFP, and thus no earnings are guaranteed to the Offeror, **except that the maximum number of VLTs in the State cannot exceed 15,000 and the maximum number of VLTs at any Facility cannot exceed 4,750.**

A. – CENTRAL SYSTEM FEE: The Offeror shall state its proposed price to provide all goods and services, equipment, hardware, software and personnel required by this RFP for providing a Central System located at the Commission's headquarters, a hot back-up located off site, software, and all other Central System components required by this RFP, ***except for those requirements located at a specific Facility and the communications network connecting the Facility to the Central System.*** The price shall be expressed as a Firm Fixed Price for the Monthly Flat Fee:

<u>Flat Fee (Monthly)</u>	<u>Months</u>	<u>Total Estimated Contract Amount</u>
\$ _____	x 60	= \$ _____ (A)

B. – VLT FACILITY FEES: The Offeror shall state its proposed price to provide all goods and services, equipment, hardware, software and personnel required by this RFP for providing a Central System which are required to ***be located at a specific Facility and the communications network connecting the Facility to the Central System.***

One-time start-up fees and on-going monthly support fees for each Facility shall be provided.

Prices shall be expressed as a Firm Fixed Price for the various Fees required below:

B3. Anne Arundel County Facility/Arundel Mills Mall

Estimated Start-up Date – ~~June 2011~~ **December 2011**

Estimated Initial VLT Allocation – 4,750 VLTs; Maximum Allowed – 4,750

<u>Flat Fee (One-Time or Monthly)</u>	<u>Months</u>	<u>Total Estimated Contract Amount</u>
Start-up equipment and cabling <u>(4750 VLTs)</u> \$ _____	<u>One-time</u>	\$ _____ (1)
Start-up each additional 100 VLTs \$ <u>N/A</u>	<u>One-time</u>	\$ <u>N/A</u> (2)
Monthly maintenance/support <u>(4750 VLTs)</u> \$ _____	x 48 <u>42</u>	\$ _____ (3)
<u>Monthly maintenance/support/</u> <u>each additional 100 VLTs</u> <u>\$ N/A</u>	<u>x 42</u>	<u>\$ N/A (4)</u>
		\$ _____ (B3)
		Total for Facility=(1)+(2)+(3)+(4)

B4. Baltimore City Facility/adjacent to Ravens Stadium

Estimated Start-up Date – ~~December 2010~~ **April 2011**

Estimated Initial VLT Allocation – 500 VLTs; Maximum Allowed – 3,750

<u>Flat Fee (One-Time or Monthly)</u>	<u>Months</u>	<u>Total Estimated Contract Amount</u>
Start-up equipment and cabling <u>(500 VLTs)</u> \$ _____	<u>One-time</u>	\$ _____ (1)
Start-up each additional 100 VLTs \$ _____ <u>X 32.5 =</u>	<u>One-time</u>	\$ _____ (2)
Monthly maintenance/support <u>(500 VLTs)</u> \$ _____	x 54 <u>50</u>	\$ _____ (3)
<u>Monthly maintenance/support/</u> <u>each additional 100 VLTs</u> <u>\$</u> <u>X 32.5 =</u>	<u>x 50</u>	<u>\$ (4)</u>
		\$ _____ (B4)
		Total for Facility=(1)+(2)+(3)+(4)

APPENDIX H
LITIGATION/PROTEST BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS THAT _____ having its principal office at _____ as Principal and _____ authorized to transact business in the State of Maryland, as Surety and held and firmly bound to the State of Maryland, as obligee in the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000). As a condition of the Maryland State Lottery Commission's Request for Proposals #2009-11, this bond must be supplied with the Proposal with provision that a claim may be made upon this bond in accordance with Section 4.45.2 of the Maryland State Lottery Commission's Request for Proposals #2009-11 for "Central Monitor and Control System for a Video Lottery Terminal Program".

PRINCIPAL AND SURETY bind themselves, their heirs, assigns, executors and administrator, jointly and severally, conditioned that this obligation shall remain in full force and effect for a period of one (1) year ~~two (2) years~~ from the proposal submission date. Provided, however, the Surety shall not be liable for the sum greater than the penal sum of this bond.

IN WITNESS WHEREOF, the said Principal's hand and seal have been set hereunto and the said Surety has caused these presents to be signed by its Attorney to become effective on this, the _____ day of _____, 2009.

WITNESS: _____

BY: _____

TITLE: _____

SURETY: _____

WITNESS: _____

BY: _____

TITLE: _____

PROPOSAL BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____
(Offeror)

as Principal, hereinafter called the Principal, and

(Bonding Company)

a corporation duly organized under the laws of the state of _____, as Surety, hereinafter called the Surety, are held and firmly bond unto the State of Maryland, hereinafter called "State" for the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for _____
Central Monitor and Control System for a Video Lottery Terminal Program (#2009-11)
(Identify project by number and brief description)

NOW, THEREFORE, if the Principal, upon acceptance by the State of its proposal identified above, within the period specified herein for acceptance for **one hundred eighty (180)** ~~one hundred twenty (120)~~ days, shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the proposal as accepted within the time specified ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State for any cost of procuring the work which exceeds the amount of its proposal, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the proposal that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the proposal.

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In Presence of: **INDIVIDUAL PRINCIPAL**
Witness _____ as to _____ (SEAL)

In Presence of: **CO-PARTNERSHIP PRINCIPAL**
Witness _____ (SEAL)

(Name of Co-Partnership)
_____ as to BY: _____ (SEAL)
_____ as to _____ (SEAL)
_____ as to _____ (SEAL)

CORPORATE PRINCIPAL

Attest: _____
(Name of Corporation)
_____ BY: _____ AFFIX
Corporate Secretary President CORPORATE
SEAL

SURETY

Attest: _____
(Name of Surety)
_____ BY: _____ AFFIX
Secretary President CORPORATE
SEAL

Bonding Agent's Name _____
Agent's Address _____

Business Address of Surety _____

APPENDIX J
PERFORMANCE BOND

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Principal

Business Address of Principal

Surety
a corporation of the State of _____
and authorized to do business in
the State of Maryland

Obligee: STATE OF MARYLAND
By and through the following
Administration: Lottery Commission

\$5,000,000 (Five Million Dollars)
Penal Sum of Bond (express in words and figures)

_____, 20_____
Date Bond Executed

Contract Number: #2009-11 _____, 20_____
Description of Contract: _____ Date of Contract
Central Monitor and Control System For a Video Lottery Terminal Program

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of the time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within thirty (30) ~~19~~ days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on the Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: **INDIVIDUAL PRINCIPAL**
Witness _____
_____ as to _____
(SEAL)

In Presence of: **CO-PARTNERSHIP PRINCIPAL**
Witness _____
_____ (SEAL)
(Name of Co-Partnership)

_____ as to BY : _____ (SEAL)
_____ as to _____ (SEAL)
_____ as to _____ (SEAL)

CORPORATE PRINCIPAL

Attest: _____
(Name of Corporation)

_____ BY: _____ AFFIX
Corporate Secretary President CORPORATE SEAL

SURETY

Attest: _____ AFFIX
Signature BY: _____ CORPORATE SEAL
Title: _____

(Business Address of Surety)

Bonding Agent's Name _____

Agent's Address _____

APPENDIX M
(Revised Amendment #1)

CENTRAL SYSTEM REQUIREMENTS CHECKLIST

Requirements below are minimum requirements. Offeror may propose a Central System that exceeds any of these requirements.

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
5.2.3	State of the art, fault tolerant, redundant, high availability, system, including all hardware, software and peripherals		
5.2.3	Duplex, triplex or multi-redundant configuration		
5.2.3	No shared peripherals		
5.2.3	No performance degradation with failure of a single component		
5.2.3	Immediate primary system recovery while maintaining transactions		
5.2.3	Immediate backup system recovery while maintaining transactions		
5.2.4 (1)	Central System capable of supporting maximum VLTs (15,000) and Facilities (5), scalable for future enhancement		
5.2.4 (1)	Central System supports 15,000 VLTs and controllers during peak transaction performance.		
5.2.4 (2)	Central System operates on a universally accepted open protocol		
5.2.4 (2)	Central System capable of controlling all brands//models of VLTs currently approved in a regulated jurisdiction.		
5.2.4 (3)	Central System capacity of at least eleven digit dollar amount		
5.2.4 (4)	The Central System is configurable and capable of future scaling and expansion of transactions, storage, Facility locations, and number of VLTs.		
5.2.4 (5)	Alarms and monitoring devices in place and automatically notify Commission if the Central System goes down.		

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
	Environmental, system/network, etc. are considered.		
5.2.4 (6)	Central system is able to start & cease gaming functions on individual, group or all VLTs basis. Automatic & manual shutdown. Single command shutdown.		
5.2.4 (7)	If communication between Central System & VLT is disrupted, automatically resumes processing when communication is restored without loss of data.		
5.2.4 (8)	Central System provides warning for each VLT when polled meter is outside of expected parameters and provides thresholds for alert of Commission if any meters fall outside of established threshold values.		
5.2.4 (9)	Central System provides a single point of entry for all management functions from management terminals on the Commission's local area network.		
5.2.4 (10)	Management Terminal software and emulators are compatible with current version of MS Windows (2003+)		
5.2.4 (11)	Central System accepts and processes adjustments to include specification of dollar amount and explanation for adjustment.		
5.2.4 (11)	Adjustments made from management terminals or computer files provided by Commission.		
5.2.4 (11)	Central System provides single screen for meter adjustments		
5.2.4 (12)	Central System provides capability for VLTs to operate for 24 hrs without connection to the Central System, with all data being collected and stored without loss.		
5.2.4 (13)	Functions of Central System are not obtrusive for players, employees who require real time monitoring of security events,, financial transactions or service of the VLTs.		
5.2.4 (13)	Central System performance does not degrade noticeably during normal functionality and provides the capacity to accommodate VLT populations, play volumes and event recording consistent with all specifications.		

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
5.2.4 (14)	Multiple systems in the configuration have a time synchronizing mechanism.		
5.2.4 (14)	Primary and Back-up Systems are time-synchronized.		
5.2.4 (14)	Synchronization with an external time standard is provided.		
5.2.6.2	All hardware, peripherals and other equipment is new, <u>for this Contract</u> except that equipment used at temporary <u>or permanent</u> Facility <u>under this Contract</u> may be re-used at the corresponding permanent Facility <u>any other Facility in the State under the terms of this Contract.</u>		
5.2.7.1	Central System automatically generates and sends daily to the Commission a report of the results of the daily software utility check.		
5.2.7.3 (2)	Protocol simulator:		
5.2.7.3 (2)	Simulator supports and exercises all transactions and message types		
5.2.7.3 (2)	Simulator is capable of generating common errors		
5.2.7.3 (2)	Simulator provides Performance/volume testing		
5.2.7.3 (2)	Simulator has operations manual		
5.2.7.3 (2)	Simulator runs on standard equipment such as PC or equivalent		
5.2.7.4 (1)	Central System initiates a signature validation test whenever any VLT is enrolled.		
5.2.7.4 (2)	If VLT fails signature validation, it is not possible to enable that VLT into normal mode without manual intervention at the Central System level.		
5.2.7.4 (2)	Central System generates and submits to Commission a daily report for both validated and failed VLTs.		
5.2.7.4 (3)	Central System uses one of two signature check methods:		

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
	game software image storage or pre-calculated signature results storage.		
5.2.7.4 (4)	Appropriate security such as password protection and file encryption for signature results.		
5.2.7.4 (5)	If image used for validating is comprised of more than one program/device the Central System has the functionality to allow the operator to load each component individually and then combine		
5.2.8.1	Central System monitors each VLT and creates reports using at least the following information:		
5.2.8.1 (1)	Number of cents wagered		
5.2.8.1 (2)	Number of cents won		
5.2.8.1 (3)	Number of cents paid out by printed ticket		
5.2.8.1 (4)	Number of cents accepted by printed ticket		
5.2.8.1 (5)	Number of cents accepted via coin, bill, ticket or other instrument of value		
5.2.8.1 (6)	Number of cents transferred to the VLT electronically		
5.2.8.1 (7)	Number of cents transferred from the VLT electronically		
5.2.8.1 (8)	Number of cents paid out via hand pay or canceled credit		
5.2.8.1 (9)	Number of cents paid out via jackpot		
5.2.8.1 (10)	Number of cumulative credits representing money inserted by player		
5.2.8.1 (11)	Number of cents on the credit meter		
5.2.8.1 (12)	Number of games played		
5.2.8.1 (13)	Number of games won		

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
5.2.8.1 (14)	Number of times the logic area was accessed		
5.2.8.1 (15)	Number of times the cash door was accessed		
5.2.8.1 (16)	Each person who accessed the logic area and date & time		
5.2.8.1 (17)	Each person who accessed the cash door and date & time		
5.2.8.1 (18)	Number of all promotional credits received at the game (cashable and non-)		
5.2.8.1 (19)	Value of all promotional credits received at the game (cashable and non-)		
5.2.8.1 (20)	Number of all promotional credits sent from the game (cashable and non-)		
5.2.8.1 (21)	Value of all promotional credits sent from the game (cashable and non-)		
5.2.8.1 (22)	Number and value of other electronic credits including debit, gift, smart cards		
5.2.8.1 (23)	For Participation Games, Central System has ability to breakdown and report on all types of VLTs (including purchased, leased and franchised) and establish percentages and breakdown by type VLT and manufacturer		
5.2.8.1 (24)	For Participation Games, Central System has ability to breakdown and report the performance of VLTs, including the ability to determine how participation and franchise games impact overall performance calculation		
5.2.8.1 (25)	<u>For Progressive Games the Central System accounts for and reports progressive jackpots.</u>		
5.2.8.2	Central System receives all meter data in real time in an on-line, automated fashion.		
5.2.8.2	Central System polls all VLTs at least every hour		
5.2.8.2	No manual reading of meters in lieu of automated requirement.		
5.2.8.3	Central System acquires and reports actual VLT game		

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
	meters, not external or Central System meter incrementation process.		
5.2.8.3	Central System reads and reports using the full set of actual VLT meters.		
5.2.8.4	Central System is able to process all VLT meter sizes and record lengths and is scalable for growth and enhancement.		
5.2.8.5	Central System provides breakout of promotional credits by VLT Facility (cashable & non-)		
5.2.8.5	Central System reports on promotional credits within a non-taxable threshold established by Commission, and if threshold is surpassed includes the credits over the threshold as taxable win.		
5.2.9	Local and Wide Area Progressive VLTs		
5.2.9.1	Central System is able to report progressive jackpot games linked at single/multiple/multi-state Facilities <u>and is responsible only for financial reporting of progressives.</u>		
5.2.9.2	Central System produces reports that show the method used to arrive at jackpot amount.		
5.2.9.2	Includes documentation of credits contributed during polling cycles		
5.2.9.3	Central System produces fiscal reports that support and verify the economic activity of games and indicate the current jackpot amount, including:		
5.2.9.3 (1)	Aggregate report showing the balancing of progressive link with regard to Facility wide totals		
5.2.9.3 (2)	Detail report by location for each VLT showing cash in/out, and credits played/won		
5.2.9.4	Progressive controllers linking progressive VLTs are evaluated by Commission's independent testing lab		
5.2.9.4	Progressive controllers are evaluated by User Acceptance Testing and approved by the Commission		
5.2.9.5	Progressive entry authorization log within each controller		

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
	and completed by any person gaining access to controller.		
5.2.9.6	Progressive meter or controller keeps the following information stored in nonvolatile memory:		
5.2.9.6 (1)	Number of progressive jackpots won on each progressive meter if progressive display has more than one winning amount		
5.2.9.6 (2)	Cumulative amounts paid on each progressive meter if the progressive display has more than one winning amount		
5.2.9.6 (3)	Maximum amount of the progressive payout for each meter displayed		
5.2.9.6 (4)	Minimum/reset amount of the progressive payout for each meter displayed		
5.2.9.6 (5)	Rate of progression for each meter		
5.2.10	Asset Tracking		
5.2.10.1	State-wide asset management for all VLTs is provided		
5.2.10.1	Includes asset tracking, hardware status, location, maintenance history, inventory status, spare parts and whether the VLT is leased or State-owned.		
5.2.10.2	Provides ability for Commission to track all VLTs statewide, both active & inactive for life of the VLT in State.		
5.2.11	Reporting		
5.2.11.1	All data is extractable to readily available tools (Excel , etc.) and exportable to CSV and PDF.		
5.2.11.1 (1)	Central System provides chronological report of all transactions.		
5.2.11.1 (2)	Central System provides two types of reporting tools: regularly scheduled reporting and ad hoc reporting.		
5.2.11.1 (3)	Data model (relational database) specifically for Commission		
5.2.11.1 (3)	Data is real or near-real time		

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
5.2.11.1 (3)	Database includes all information collected by system		
5.2.11.1 (3)	Commission users are able to create unique reports.		
5.2.11.1 (3)	All information retrieved from relational database for reports is indexed and sorted.		
5.2.11.1 (4)	Provides ability to inquire into a Facility's account history for a specified date range.		
5.2.11.2	Central system daily report requests – Central System provides the required pre-designed reports.		
5.2.11.2 (1)	Software Utility Check Report		
5.2.11.2 (2)	Signature Validation Report		
5.2.11.2 (3)	Non-Reporting VLTs (due to non-communications)		
5.2.11.2 (4)	Non-Reporting VLTs (communicating but no data reported)		
5.2.11.2 (5)	Accounting Detail Report		
5.2.11.2 (6)	Financial Summary Report		
5.2.11.2 (7)	Prize Payout Report		
5.2.11.2 (8)	Facility Report		
5.2.11.2 (9)	Transaction Report		
5.2.11.2 (10)	Game Preference Report		
5.2.11.2 (11)	Hourly Game Play Report		
5.2.11.2 (12)	Accounting/Promotional Credits Report		
5.2.11.2 (13)	Progressive VLTs Report		
5.2.11.2 (14)	Asset Tracking Report		

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
5.2.11.2 (15)	Central System Failover Report		
5.2.11.2 (16)	Security/User Access Report		
5.2.11.2 (17)	Security Violation Report		
5.2.11.2 (18)	Security Update Report		
5.2.11.2 (19)	Daily Sweep Invoice Report		
5.2.11.2 (20)	Hotline Report		
5.2.12	Back-up copies of all software and data required for Central System recovery is kept in a secure remote location.		
5.2.12	Data transport via secure methods and all backup data is encrypted.		
5.2.12	Complete audit trail for data available for Commission.		
5.2.13	Central System provides the Commission with the ability to research transaction history files in real-time.		
5.3	Monitoring		
5.3	A separate industry standard real time network monitoring system is provided.		
5.3	Provides direct access to the Commission.		
5.3	Provides single screen graphical display of WAN & LAN status		
5.3	Communications test and monitor capability is available at Primary and Back-up Sites		
5.3	Network monitoring tools interface with and analyze protocols		
5.3	Network monitoring tools view transaction data for performance & capacity analysis		
5.3	Network monitoring tools create visual or audible alarms for problems		
5.3	Network monitoring tools are able to determine failure		

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
	down to VLT bank level		
5.3	Provides Commission with real time display of network & equipment status, and has view and report capabilities		
5.3	Central System advises Commission when service has been disrupted and determines if fault lies with equipment or network		
5.3	System displays downtime of any equipment or communications circuits		
5.7.3	Central System Security		
5.7.3.1	User account files are not in plain text format and are encrypted.		
5.7.3.1	Central System writes to a log file and reports all successful/unsuccessful sign on and log off attempts made to the Central System.		
5.7.3.1	Central System has the following security features:		
5.7.3.1 (1)	Captures User ID, username, sign-on date/time, and signifies successful/unsuccessful sign-on.		
5.7.3.1 (2)	Logs and reports all changes to the Central System by all users logged on		
5.7.3.1 (3)	Provides direct access to Commission for all security log files on daily basis		
5.7.3.1 (4)	Locks out users after three unsuccessful log-on attempts		
5.7.3.1 (5)	Has ability to assign users to groups and privileges to groups		
5.7.3.1 (6)	User password expire after 45 days		
5.7.3.1 (6)	Once password reset, user must change it		
5.7.3.2	Complies with all Commission and State Security Policies		
5.6.3.3	Complies with ISO 15408 Common Criteria for Information technology Security.		
5.7.3.4	Provides ability for the contractor's System Administrator to delete users		

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
5.7.3.5 (1)	No connectivity to the Central System from outside the Central System network without Commission approval.		
5.7.3.5 (2)	Any such capability, such as for remote monitoring or diagnosis of equipment or software, employs stringent security mechanisms such as message encryption, logging of sessions, Secure Tokens, etc.		
5.7.3.5 (3)	Connections to other remote systems/terminals are protected by firewalls, encryption, secure shell (SSH), Virtual Private Network (VPN) or other means. Any routers route traffic only to addresses defined in their routing tables as valid.		
5.7.6	Security Reports: The Central System provides to the Commission the following		
5.7.6	Read-only access to Central System security access table/reports without human intervention showing user privileges and authorities on bi-weekly basis.		
	Reports include user group/class assignments, authority levels and active user names.		
	E-mail notification without human intervention of report generation and certain file accessing.		
	Changes to object code, key files, system value or options, security reports or network parameters are prioritized and reported/e-mailed based on severity and alert escalation process		
5.8	Manuals and Documentation		
5.8	All operation & service manuals and schematic diagrams associated with the Central System are provided.		
5.8.1	Service manuals:		
5.8.1.1	Accurately depict Central System		
5.8.1.2	Provide appropriate detail so as to enable a qualified repair person to perform repair		
5.8.2	Circuit schematic diagrams:		
5.8.2.1	Accurately depict Primary & Backup Sites, Telecomm		

Section	Description	<u>Meets Requirement (Y/N)</u>	<u>If "No", Explain</u>
	Network and wiring at each Facility		
5.8.2.2	Provide appropriate detail to enable qualified technical staff to perform evaluation		
5.8.2.3	Are professionally drafted		
5.8.2.4	Are kept up to date and delivered within 5 days of any changes		
5.8.3	All manuals are delivered to the Commission and copies held at Primary & Back-up Sites		
5.14.	Server Based Downloadable Gaming		
5.14	All equipment, hardware, software and personnel necessary to provide the central monitoring, authentication and reporting for Server Based Downloadable Gaming is provided.		
5.14	All VLTs and servers communicate with an open protocol.		
5.14	System architecture is designed to Gaming System Association ("GSA") recommendations and Game to System ("G2S") and System to System ("S2S") protocols.		
5.14	System is capable of handling a combination of thin, thick and hybrid clients simultaneously.		