



Texas Lottery Commission

CHOOSE TEXAS

Jobs for Texans

Revenue for Texas

**Intralot's Proposal for
Lottery Operations
and Services**

The Intralot logo, which consists of the word "intralot" in a lowercase, sans-serif font, slanted upwards to the right, enclosed within a circular border.

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**A GLOBAL LEADER
YOUR LOCAL PARTNER**



INTRALOT

THE RIGHT FIT FOR TEXAS



June 30, 2010

Angela Zgabay-Zgarba
Contracts Administration
Texas Lottery Commission
611 East 6th Street
Austin, TX 78701
Fax (512) 344-5444
Email: contracts@lottery.state.tx.us

Rc: Texas Lottery Commission – INTRALOT's Response to your Request for Proposal No. 362-10-001 dated January 4, 2010.

Dcar Ms. Zgabay-Zgarba

INTRALOT is pleased to present our Proposal to the Texas Lottery Commission in response to the RFP No. 362-10-001. Our proposal includes products and services that are proven winners in the lottery industry. Our products and services are operationally sound, incorporate the highest levels of security and maximize growth opportunities for the Lottery. Equally important, the products and services that we propose will deliver the highest levels of retailer and player satisfaction for quality, efficiency, and accuracy.

INTRALOT will provide the products and services required by this RFP. INTRALOT's proposal is valid for three hundred and sixty-five (365) days from the date of this letter. INTRALOT takes no exceptions to any of the RFP's requirements. INTRALOT fully accepts all of the terms and conditions set forth in Part 3 of this RFP that will be included in any Contract resulting from this RFP.

INTRALOT is the most qualified vendor to provide the goods and services required by the Texas Lottery Commission in this RFP:

- INTRALOT's proposal creates more jobs in Texas and revenue for Texas companies than any other vendor;
- INTRALOT's partnerships with local, Texas-based companies is unparalleled;
- INTRALOT is the 2nd largest Lottery Vendor in the world;
- INTRALOT manages and operates more than 50 Lottery technology infrastructures globally;
- INTRALOT has recently completed seven (NE, MT, ID, NM, SC, OH, AR), North American Lottery conversions, more than any other vendor, with four projects now under implementation in the state of Louisiana, New Hampshire, Vermont and the District of Columbia; and
- INTRALOT has a balance sheet that is stronger than any other Lottery Vendor with over \$300 million in cash.

INTRALOT will help the Texas Lottery Commission rapidly grow its top-line sales and bottom-line contribution to the Foundation School Fund. INTRALOT is bringing unprecedented technology, process and personnel expertise to The Texas Lottery. All terminal transactions including ticket prize inquiries

INTRALOT, Inc.
11360 Technology Circle, Duluth, Georgia 30097, USA T + 1 770 295 2580 F + 1 770 295 2590
www.intralot.com



on our self service Ticket Vending Machines are logged on the central system. INTRALOT's world-class family of point of sale terminals, ticket vending machines, ticket checkers, our TM Lottery Gaming System, our SiebelTM CRM software on IPTs and our automated instant ticket order placement system far surpasses the technologies offered by competing lottery vendors.

Our PHOTON Retailer Sales Terminals have the biggest screen and the smallest foot print in the Industry. From our PHOTON Terminals to our Lottery Sales Representative (LSR) SiebelTM Customer Relationship Management System (CRM) running on their hand held Integrated Portable Terminal (IPT) we have applied point-of-sale technology best practices to enable delivery of service levels never experienced before by the Texas Lottery. INTRALOT will dramatically beat the Texas Lottery's service level requirements.

The information stored in our databases is the building block of ever-increasing service level performance. We capture everything that happens on our terminals, on our Ticket Vending Machines and in our warehouses and then analyze that information to identify and implement opportunities to improve sales and security. From report accuracy to the length of time it takes to repair our hardware we develop management plans that constantly improve efficiency, security and service levels. INTRALOT's technical solution is the most secure of any in the Lottery Industry. In fact system, retailer terminals, and communications network have never been breached.

INTRALOT's point-of-sale terminals provide the lottery industry's most robust functionality in a very small footprint. Infinitely configurable, our terminals offer the features that meet all of the Texas Lottery's current requirements and future scalability that will allow them to fulfill all the Texas Lottery's future needs. As a network device, our terminals are fully capable of interfacing with retailer back-end systems as are our central systems.

We are heavily investing in technology, information, structured process and most important, the right people to make Texas the most successful lottery in America. We are staffing Texas with our most experienced leaders in all areas of Lottery services and operations. Our terminals require minimal training for effective use and also provide the easiest consumable change procedures in the lottery industry. Don't take our word for it – ask the retailers in those jurisdictions that we have recently launched.

INTRALOT's world-class warehouse technical solution surpasses the state-of-the-art in the lottery industry. From our automated IntraSell Ticket Order Sorting System and our Lone Star Overnight distribution partner's GPS-based package tracking system to our Lottery Sales Representative (LSR) Siebel Customer Relationship Management System (CRM) . We have applied logistic technology best practices to enable delivery of warehousing and distribution service levels never seen before by the Texas Lottery. The real technical magic in our warehouse technical solution lies in the vast information reserves of the . We measure everything that happens in the warehouse and then analyze it to identify opportunities to improve our processes. From pick-and-pack accuracy to the length of time it takes to receive and warehouse ticket



deliveries. We are constantly developing management plans to improve efficiency, accuracy, and most important security.

Our thoughts on sales and marketing are new and fresh. Delivering state-of-the-art technology coupled with our innovative marketing ideas and high energy staff will allow you to offer new player stimulating games and promotions, all the while increasing product value and convenience. Today's competitive challenges for Lotteries are more serious than in the past. Understanding retailer and player motivations is one of the most important actions any lottery vendor can undertake. Lottery demographics and distribution channels are changing. We are ready to put our technology solutions, our highly successful marketing programs, innovative retailer initiatives and a wealth of new game ideas generated here and abroad to work for the Texas Lottery, your retailers and your players.

We have put together a formidable Texas team – starting with our partnerships with Lone Star Overnight, MOSAK Advertising & Insights and NuStats, Inc., our Austin-based market research partner. Our U.S. marketing operations will give you direct access to the best lottery sales and marketing team in the world. They will ensure our systems and solutions drive rapid revenue growth for the Texas Lottery and The Foundation School Fund.

INTRALOT has committed to use the products and services of many Texas companies creating new jobs for Texans and more revenue for the state. Our staffing levels are much higher than those proposed by our competition. No other vendor will create and maintain more jobs in Texas for Texans than INTRALOT. We are dedicated and very committed to this important project and we thank you for the opportunity to submit our proposal.

By my signature, I certify that I am legally authorized to execute contractual obligations on behalf of INTRALOT.

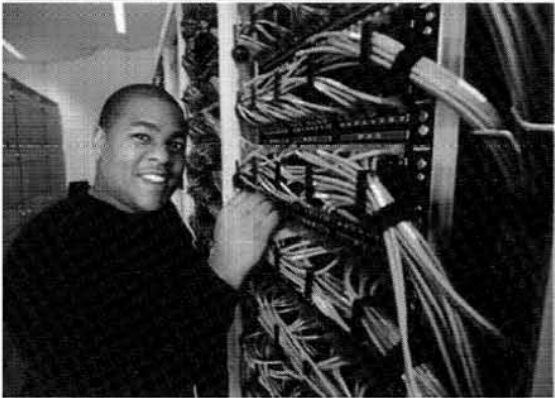
Sincerely,

A handwritten signature in black ink, appearing to read "Tom Little".

Thomas F. Little
President and CEO
INTRALOT, Inc.
11360 Technology Circle
Duluth, GA 30097
Direct line: 770-295-2433
Fax: 770-295-2590
Email: tom.little@intralot.us

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Executive Summary

Confidentiality Claimed
Not released



Confidentiality Claimed
Not released



Confidentiality Claimed
Not released



Confidentiality Claimed
Not released



Confidentiality Claimed
Not released

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INTRALOT
A BRIGHT FUTURE FOR TEXAS

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Part 1 General Information

INTRALOT takes no exceptions to the RFP Part 1 General Information. INTRALOT has read, understands, acknowledges, accepts and will provide all roles and responsibilities and agrees to comply with any requirements as specified in Part 1 General Information of the RFP. INTRALOT understands all aspects of the information presented including any risks that may be associated with the information presented in Part 1 and INTRALOT agrees to conform to all matters of the RFP as relates to anything presented in Part 1 General Information.



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1.9 PROPOSALS SUBJECT TO TEXAS PUBLIC INFORMATION ACT

1.9.1

The Texas Lottery is subject to the Texas Public Information Act (Act) (Tex. Gov't Code Ann. Ch. 552). Proposals submitted to the Texas Lottery in response to this RFP are subject (in their entirety) to release by the Texas Lottery as public information. However, a Proposal, or specific parts thereof, may be shown by the Proposer to fall within one or more of the exceptions to disclosure provided in the Act, the State Lottery Act or other applicable law. Marking an entire Proposal as "confidential" or copyrighted is unacceptable. If a Proposer believes that parts of its Proposal are confidential under the Act, it should specify the confidential information by marking "Confidential" on each page or by each paragraph containing such information prior to submitting the Proposal to the Texas Lottery. In response to this Section, Proposers shall provide the Texas Lottery with specific and detailed reasons for each item marked "Confidential". Vague and general claims to confidentiality are not acceptable. This detail is necessary so that the Texas Lottery will have sufficient information to provide to the Attorney General of Texas, if a ruling regarding the confidentiality of such information is requested. The Texas Lottery will notify a Proposer if all or part of its Proposal is requested under the Act. Failure of a Proposer to respond to such notification may result in the release of all or part of the Proposal as public information. It is the Proposer's obligation to submit briefing to the Attorney General setting forth the basis upon which the requested information should remain confidential. The Attorney General may determine all or part of a Proposal to be public information even though parts of the Proposal were marked "Confidential" by the Proposer. Please also note that the Attorney General has previously ruled that the statutory exception in Section 552.104 of the Act (Exception: Information Related to Competition or Bidding) generally does not apply after a contract has been awarded.

INTRALOT has read, understands, acknowledges, accepts and agrees to comply.

1.9.2

The Texas Lottery assumes no responsibility for asserting legal arguments to the Attorney General on behalf of Proposers.

INTRALOT has read, understands, acknowledges, accepts and agrees to comply.

1.9.3

Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

INTRALOT has read, understands, acknowledges, accepts and agrees to comply.

INTRALOT has read, understands, acknowledges, accepts and agrees to comply with any requirements as specified in Part 1.9.



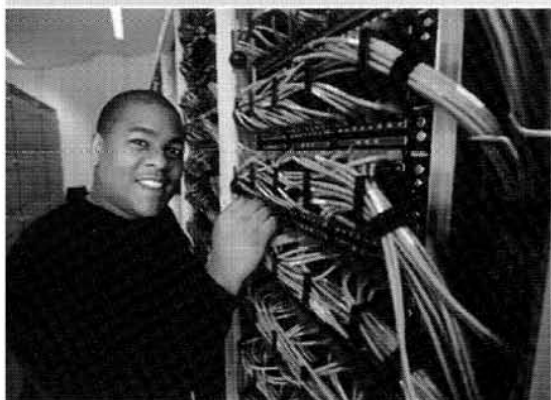
INTRALOT has provided two electronic copies of our proposal on the DVD enclosed with each technical proposal in PDF format. A Full Version with all Confidential information has been included on the DVD and a redacted version in PDF which can be utilized for public information requests. The redacted INTRALOT proposal can be found in the Folder called "B Tech Proposal Redacted Version" this is on the DVD enclosed at the front of each copy of the technical proposal in Binder 1, while the Full Version PFD is located on the DVD in a folder called "A Tech Proposal Full Version".

The following sections and pages of the INTRALOT proposal are claimed as Trade Secret and Confidential information:

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Part 2 Proposal Process

INTRALOT takes no exceptions to the RFP Part 2 Proposal Process. INTRALOT has read, understands, acknowledges, accepts and will deliver the roles and responsibilities and agrees to comply with any requirements as specified in Part 2 Proposal Process of the RFP. INTRALOT understands all aspects of the information presented including any risks that may be associated with the information presented in Part 2 and INTRALOT agrees to conform to all matters of the RFP as relates to anything presented in Part 2 Proposal Process.



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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND NUMBER: K08091146

KNOW ALL MEN BY THESE PRESENTS, that we Intralot, Inc.

as Principal, hereinafter called the Principal, and **Westchester Fire Insurance Company**

a corporation duly organized under the laws of the State of New York
as Surety, hereinafter called the Surety, are held and firmly bound unto the

Texas Lottery Commission

as Obligee, hereinafter called the Obligee, in the in the maximum penal sum of

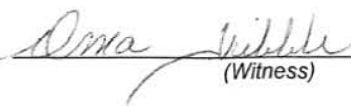
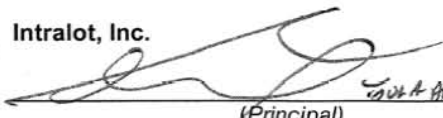
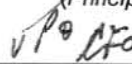
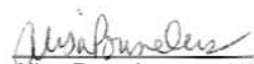
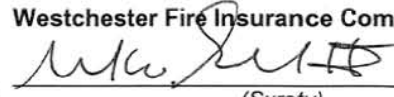
One Hundred Thousand and 00/100 Dollars (\$100,000.00)

for the payment of which sum well and truly to be made, 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 bid for the **Lottery Operations and Services RFP No. 362-10-0001**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the maximum penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect for a period of 2 years after receipt of the proposal.

Signed and sealed this 27th day of May, 2010.

 _____ (Witness)	{	Intralot, Inc.  _____ (Principal) MARK W. EDWARDS, II (Seal)  _____ (Title)
 _____ Alisa Pounders (Witness)		Westchester Fire Insurance Company  _____ (Surety) (Seal) Mark W. Edwards, II, Attorney-in-Fact _____ (Title)

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

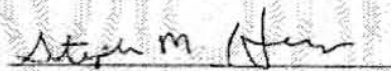
FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint Jeffrey M Wilson, Mark W Edwards, II, Ronald B Giadrosich, William M Smith, all of the City of BIRMINGHAM, Alabama, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty million dollars & zero cents (\$20,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of March 2010.

WESTCHESTER FIRE INSURANCE COMPANY




Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 11 day of March, AD. 2010 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2010


Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 27TH day of MAY, 2010

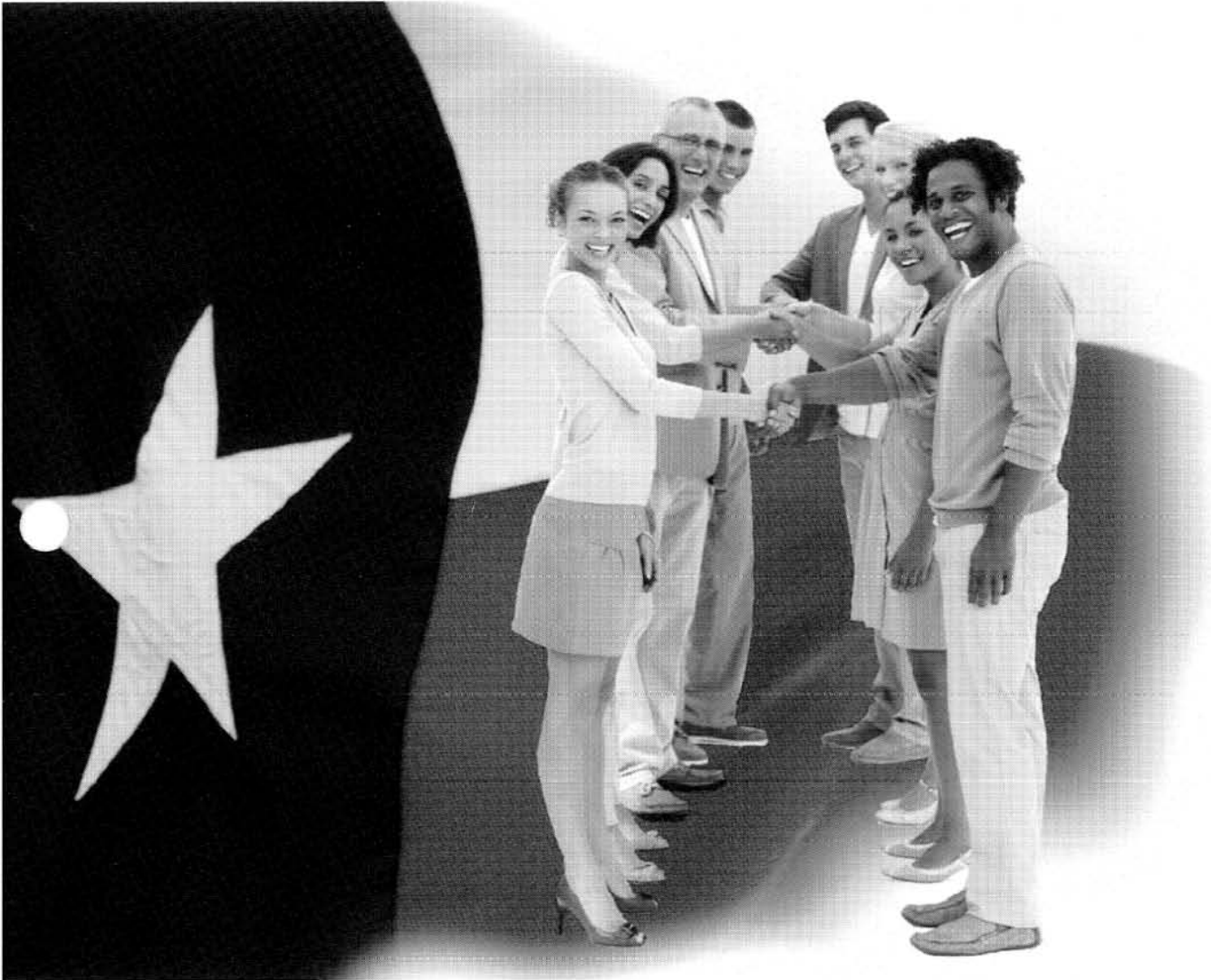



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 11, 2012.

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INTRALOT

A PROUD PARTNERSHIP WITH TEXAS

BOND NO. K08091183

LITIGATION BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

INTRALOT, INC.
11360 Technology Circle
Duluth, GA 30097

as Principal (hereinafter referred to as "Principal"), and

WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street
Philadelphia, PA 19106

as Surety (hereinafter referred to as "Surety"), are holden and
firmly bound jointly and severally unto

Texas Lottery Commission
P.O. Box 16630
Austin, TX 78761-6630

(hereinafter referred to as "Obligee"), in the sum of

Five Hundred Thousand and 00/100 Dollars (\$500,000.00)

Dollars, to which payment well and truly to be made, we hereby bind
ourselves, our successors and assigns, firmly by these presents.

WHEREAS, The Obligee issued a Request for Proposal for

Lottery Operations and Services RFP No. 362-10-0001

(hereinafter referred to as the "RFP"), and in response to the RFP, The Principal has
submitted a proposal to the Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH That in the event of
(i) the Principal file suite against the obligee challenging the award of the contract
resulting from the RFP, and (ii) the Principal does not prevail in said suite, then the
Obligee shall have reason to file claim against this bond to recover losses, damages
and expenses resulting from any action or suit brought by the Principal.

This obligation shall remain in full force and effect for a period of three years after
receipt of the proposal.

IN WITNESS THEREOF, The above parties have executed this instrument under their
several seals this 27th day of May, 2010.

Dina Webb
(Witness)

Alisa Pounders
(Witness)
Alisa Pounders

INTRALOT, Inc.
By: [Signature] *TOULIA ARGENTIS*
(Name and Title) *V.P. CFO*

Westchester Fire Insurance Company

By: [Signature]
Mark W. Edwards II
Attorney-In-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint Jeffrey M Wilson, Mark W Edwards, II, Ronald B Giadrosich, William M Smith, all of the City of BIRMINGHAM, Alabama, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty million dollars & zero cents (\$20,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of March 2010.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 11 day of March, AD: 2010 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2010

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 27TH of MAY, 2010



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 11, 2012.

intralot

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INTRALOT

WE'RE BULLISH ON TEXAS

Part 3 Contractual Terms and Conditions

3.1 Introduction

This part sets forth terms and conditions applicable to the procurement process as well as terms and conditions that will become part of any Contract for Lottery Operations and Services executed pursuant to this RFP. The Texas Lottery reserves the right to incorporate additional provisions in any Contract in the best interest of the Texas Lottery.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.2 Governing Law

The procurement process, the award procedure, and any Contract resulting from this RFP shall be governed by, construed and interpreted in accordance with the applicable laws of the State of Texas. Any and all actions or suits brought by a Proposer or any related party regarding this RFP or any Contract resulting therefrom shall be brought in the state district court located in Austin, Travis County, Texas. By submitting a Proposal, a Proposer is deemed to waive the right to bring any action in any other court. This section is purely a venue provision and shall not be deemed a waiver of sovereign immunity.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.3 Contract Elements

- 3.3.1 Any Contract between the Texas Lottery and the Successful Proposer will follow the general format specified by the Texas Lottery. The Texas Lottery reserves the right to negotiate provisions in addition to those stipulated in this RFP. The contents of this RFP, as modified by published addenda, and the Successful Proposer's Proposal will be incorporated into the Contract. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the written Contract, the RFP, and the Successful Proposer's Proposal. Specific exceptions to this general rule may be noted in the written Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



- 3.3.2 The Texas Lottery has determined that subcontracting opportunities are probable under this RFP. Therefore, the Texas Lottery requires the submission of an HSP as a part of each Proposal, as discussed further in Part 5 of this RFP. The HSP, if accepted by the Texas Lottery, will become a provision of any Contract awarded as a result of this RFP.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.3.3 If any term or provision of this RFP or a Contract executed pursuant to this RFP is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the RFP or Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.4 Amendments

Any Contract resulting from this RFP may be amended only by a written agreement signed by both parties.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.5 Waiver

The failure of the Texas Lottery to object to or to take affirmative action with respect to any conduct of the Successful Proposer which is in violation or breach of the terms of any Contract resulting from this RFP shall not be construed as a waiver of the violation or breach.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.6 Clarification of Lottery's Intent

It is the responsibility of the Successful Proposer to address and resolve all questions with the Texas Lottery requirements during each stage of the Contract term. The Texas Lottery will use reasonable efforts to provide timely responses to questions of policy or procedures as they may affect the Successful Proposer's performance. Key Texas Lottery staff will be available to the Successful Proposer on a reasonable basis, but may not be available on State or national holiday, as defined in Section 662.003 of the Texas Government Code, or weekends. The Texas Lottery's normal office hours are from 8:00a.m. to 5:00 p.m., Central Time, Monday through Friday of each week of the Contract term, except State holidays.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.7 Lottery's Financial Obligations

The financial obligations of the Texas Lottery under any Contracts resulting from this RFP are payable solely out of the receipts of the Texas Lottery and are subject to statutory restrictions and appropriations. Performance by the Texas Lottery under any Contract resulting from this RFP is subject to acts of the Texas Legislature. The Texas Lottery shall have no responsibility or liability for any damages, losses, financial obligations, breach of contract, or other claims in the event that performance by the Texas Lottery is compromised or terminated by acts or omissions of the Texas Legislature (e.g. if the Texas Lottery is discontinued or not funded by the Texas Legislature).

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.8 Relationship of the Parties

The Successful Proposer and the Texas Lottery agree and understand that the Successful Proposer shall render the goods, services and requirements under any resulting Contract as an independent contractor, and nothing contained in the Contract will be construed to create or imply a joint venture, partnership, employer/employee relationship, principal-agent relationship or any other relationship between the parties. Employees of the Successful Proposer will not be considered employees of the Texas Lottery within the meaning of any federal, state, or local law, ordinance, or regulation including, but not limited to, laws, ordinances, or regulations concerning unemployment insurance, social security benefits, workers compensation, or withholding requirements. The Successful Proposer shall be responsible for complying with any such laws, ordinances, or regulations, and shall indemnify and hold harmless the Texas Lottery from any costs or damages, including attorney's fees, sustained by the Texas Lottery resulting from the Successful Proposer's breach of its obligations under this section. The Texas Lottery will withhold indemnified losses



from payments to the Successful Proposer, or, if no payments are made, the Texas Lottery will make demand of payment of indemnified losses. The Successful Proposer must make payment within thirty (30) Days of the Texas Lottery's demand.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.9 Payment

3.9.1

All Payments will be made in accordance with Texas Government Code Ann. § 2251 et seq. ("Payments for Goods and Services"). The Successful Proposer shall submit invoices weekly for the previous week's services, noting the Contract number and detailing services rendered and date of services. Pursuant to Texas Government Code Section 2251.025, interest is not due on a payment until it becomes "overdue." A payment is not "overdue" until the 31st day after the latter of: (1) the date the Texas Lottery receives the goods or services covered by the contract; (2) the date the performance of the service under the contract is completed; or (3) that date the Texas Lottery receives an invoice for the goods or services. Tex. Gov. Code Section 2251.021. Services are "completed" when determined by the Texas Lottery as explained above.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.9.2

Invoices may be submitted by mail to the Texas Lottery Commission, P.O. Box 16630, Austin, Texas 78761-6630, Attn: Accounts Payable or by email to AccountsPayable@lottery.state.tx.us. Payments will be made only upon the completion of services or after the delivery of goods authorized in an approved invoice.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.9.3

The Successful Proposer agrees that if the Texas Comptroller of Public Accounts is prohibited from issuing a warrant to the Successful Proposer under section 403.055 of the Texas Government Code, any payments owed to the Successful Proposer under any Contract resulting from this RFP will be applied towards the debt or delinquent taxes that the Successful Proposer owes the State of Texas until the debt or delinquent taxes are paid in full.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.9.4

The Successful Proposer acknowledges that the State of Texas requires consistent, high quality performance during the entire term of any Contract resulting from this RFP and during any transition to another vendor. The Successful Proposer agrees that, to ensure such consistent high quality performance and an orderly transition to another vendor, the Texas Lottery will withhold ten percent (10%) of all weekly payments due the last year of any Contract resulting from this RFP (the "Hold Back"). At its sole discretion, the Texas Lottery may withhold an additional fifteen percent (15%) of weekly payments during the last year of any Contract resulting from this RFP, if the Successful Proposer fails to fully and completely perform its duties during any transition to another vendor. In the event that the Successful Proposer fully and completely performs all of its duties under any Contract resulting from this RFP, and the Texas Lottery determines that the successful transition to another vendor has been completed, then upon such completion the Texas Lottery shall pay the Hold Back to the Successful Proposer. The Hold Back amount will be paid as soon as reasonably possible following successful completion of duties under any Contract resulting from this RFP, but no sooner than thirty (30) Days from successful completion of duties. Services will not be considered complete until transition to another vendor is successful. In the event that the Successful Proposer fails to fully and completely perform all of its duties under any Contract resulting from this RFP, or the transition to another vendor is unsuccessful, and such failure is proximately caused in whole or part by any act or omission of the Successful Proposer, the Texas Lottery shall be entitled to retain the Hold Back or such portion thereof as the Executive Director deems equitable.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.10 Assignments

No right or obligation of the Successful Proposer under any Contract may be assigned by the Successful Proposer without the prior written approval of the Texas Lottery, and in the event of any such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the right or obligation is assigned as fully and completely as the Successful Proposer is hereunder bound and obligated. No assignment shall operate to release the Successful Proposer from its liability for the timely and effective performance of its obligations hereunder. Assignments made in violation of this provision shall be null and void.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.11 Subcontracting

3.11.1

The Successful Proposer is prohibited from subletting, conveying, assigning or otherwise disposing of all or any portion of any Contract resulting from this RFP, its rights, title, or interest therein, or its power to execute such agreement without the previous written approval of the Texas Lottery. If any part of any Contract between the Texas Lottery and the Successful Proposer is to be subcontracted, the Successful Proposer must obtain prior written approval from the Texas Lottery, and the Subcontractors must comply with all applicable requirements of the Texas Lottery. The Texas Lottery reserves the sole right to require the Successful Proposer to terminate any Subcontractor with or without cause.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.11.2

In the event the Texas Lottery approves the use of any Subcontractor in performance of the Contract, the Successful Proposer is not relieved of its responsibility and obligation to meet all the requirements of this RFP.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.11.3

The Texas Lottery will incur no additional obligations and the obligations of the Successful Proposer will not be reduced as a result of any such subcontracts.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.11.4

The Successful Proposer agrees to indemnify and hold the Texas Lottery harmless from any of the claims or actions of its subcontractors. The Texas Lottery will withhold indemnified losses from payments to the Successful Proposer, or, if no payments are made, the Texas Lottery will make demand of payment of indemnified losses. The Successful Proposer must make payment within thirty (30) Days of the Texas Lottery's demand.



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.11.5

The Successful Proposer's obligation to pay Subcontractors is governed by Texas Government Code Ann. § 2251.022 ("Time for Payment by Vendor"), as it may be amended.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.12 Lottery Approval of Staffing

3.12.1

The Successful Proposer shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. The Successful Proposer shall at all time employ sufficient labor to carry out functions and services in the manner and time prescribed by any Contract awarded pursuant to this RFP. Unfit is defined as any person convicted of a felony, criminal fraud, gambling or gambling-related offense or a person convicted of a misdemeanor involving moral turpitude whose sentence, parole, mandatory supervision or probation ended less than 10 years ago. The Successful Proposer shall be responsible to the Texas Lottery for the acts and omissions of the Successful Proposer's employees, agents (including, but not limited to, lobbyists) and subcontractors and the Successful Proposer shall enforce strict discipline among the Successful Proposer's employees, agents (including, but not limited to, lobbyists) and subcontractors performing the services under the Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.12.2

The Successful Proposer shall provide the Texas Lottery written notification and justification within three (3) Working Days of any personnel changes involving key management positions, as defined in Section 4.3.2. The Successful Proposer must provide the Texas Lottery the resume of the person who is hired or placed and must receive written approval from the Texas Lottery prior to the person working on the account. The Texas Lottery must approve key management personnel leaving the Texas Lottery account for another position within the Successful Proposer's company.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.12.3

The Successful Proposer shall provide the Texas Lottery advanced written notification of any significant organizational changes to the proposed staffing for the Texas Lottery Account. Significant is defined as any reduction-in-force, elimination of positions, etc. The Texas Lottery must approve such changes before they are implemented. This provision shall apply to the period between the submission of a Proposal and Contract Award, as well as the duration of any resulting Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.12.4

Notwithstanding anything herein to the contrary, any person employed by the Successful Proposer shall, at the written request of the Texas Lottery, and within the Texas Lottery's sole discretion, be removed forthwith by the Successful Proposer from work relating to the Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.13 Background Investigations

3.13.1

The Texas Lottery Commission may initiate investigations into the background of (a) the Successful Proposer; (b) any of the Successful Proposer's officers, directors, investors, owners, partners and other principals, as more particularly described in Texas Government Code Ann. § 466.155, (collectively, Successful Proposer Principals); (c) any of the Successful Proposer's employees; (d) any of the Successful Proposer's subcontractors, or subcontractors' officers, directors, investors, owners, partners, principals or employees (collectively, Subcontractor Personnel); or (e) any other associates of the Successful Proposer it deems appropriate. The Texas Lottery Commission may also request background information for a spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of the Successful Proposer, any Successful Proposer Principals, or Successful Proposer employees described above. Such background investigations may include fingerprint identification by the Texas Department of Public Safety, the Federal Bureau of Investigation, and any other law enforcement agency. The Texas Lottery may terminate any Contract resulting from this RFP based solely upon the results of these background investigations.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.13.2

The Successful Proposer agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about any Successful Proposer Principals, Successful Proposer employees, and Subcontractor Personnel as the Texas Lottery may prescribe. The Successful Proposer also agrees that the Texas Lottery may conduct background investigations of such persons.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.13.3

Upon notification by the Texas Lottery to the Successful Proposer that the Texas Lottery objects to an employee based on a background investigation, the Successful Proposer shall prevent that employee from working on the Texas Lottery account and shall deny that employee access to the Texas Lottery systems. **The Successful Proposer also agrees that the Texas Lottery may conduct background investigations of such persons at the expense of the Successful Proposer.**

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.14 Compliance

The Successful Proposer agrees to comply with all applicable laws, rules and regulations, including without limitation those involving non-discrimination on the basis of race, color, religion, national origin, age, sex and disability.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.15 Term of Contract

3.15.1

Any Contract resulting from this RFP will be effective upon execution and continue through August 31, 2018 subject to the termination provisions in this RFP and subject to the Texas Lottery being continued and funded by the Texas Legislature.



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.15.2

The Successful Proposer will receive no compensation prior to successful conversion. The conversion period is expected to last approximately twelve (12) months. The Texas Lottery expects the Successful Proposer's System to be fully operational with Retailers' selling Lottery products on September 1, 2011.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.15.3

The Texas Lottery reserves the right to extend any Contract resulting from this RFP, at its sole discretion, for up to four (4) additional two-year periods, at a mutually agreed upon rate, prior to the end of the initial Contract period, or any extension thereof, or at a time mutually agreed upon by both parties.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.15.4

The Successful Proposer must maintain the Proposer's System in a state of readiness for a period of ninety (90) Days after the termination of the Successful Proposer's role as the operator of the Lottery Gaming System, if a different vendor has been chosen to replace the Successful Proposer as Lottery Operator. At any time during this ninety (90) Day period, the Texas Lottery may require the Successful Proposer to resume its role as the operator of the Lottery Gaming System for up to two (2) additional years. Exercising this right (i.e., the 90-day extension) shall not be construed as conferring any right or expectation for the Successful Proposer to continue operation under the Contract after the expiration of any such ninety (90) Day period. The Successful Proposer shall be entitled to compensation **during the renewal period at the then-current contract rate**, during this ninety (90) Day period only for transactions processed by the Successful Proposer's System.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.16 Termination at Will

The Texas Lottery, in its sole discretion, may terminate, in whole or in part, any Contract resulting from this RFP at will and without cause upon no less than thirty (3) Days' advance written notice. The Texas Lottery also may terminate any contract immediately with written notice if the Executive Director, in his or her sole judgment, believes that the integrity or security of the Texas Lottery is in jeopardy and it is in the best interest of the Texas Lottery to do so. The Texas Lottery's right to terminate for convenience any Contract resulting from this RFP is cumulative of all rights and remedies which exist now or in the future.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.17 Termination for Cause

The Texas Lottery reserves the right to terminate, in whole or in part, any Contract resulting from this RFP upon no less than five (5) Days' notice upon the following conditions:

- a) A receiver, conservator, liquidator or trustee of the Successful Proposer, or of any of its property, is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or an order for relief is entered against the Successful Proposer under the Federal Bankruptcy Code; or the Successful Proposer is adjudicated bankrupt or insolvent; or any portion of the property of the Successful Proposer is sequestered by court order and such order remains in effect for more than thirty (30) Days after such party obtains knowledge thereof; or a petition is filed against the Successful Proposer under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) Days, or

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- b) The Successful Proposer files a case under the Federal Bankruptcy Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law, or

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



- c) The Successful Proposer makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of the Successful Proposer or of all or any part of its property; or judgment for the payment of money in excess of \$50,000.00 (which is not covered by insurance) is rendered by any court or governmental body against the Successful Proposer, and the Successful Proposer does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within thirty (30) Days from the date of entry thereof, and within said 30-Day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles; or a writ of warrant of attachment or any similar process shall be issued by any court against all or any material portion of the property of the Successful Proposer, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) Days after its entry, or

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- d) A court of competent jurisdiction finds that the Successful Proposer has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- e) The Successful Proposer fails to communicate with the Texas Lottery as required by the Contract, or

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- f) The Successful Proposer fails to remove any person from work relating to the Contract upon written notice from the Texas Lottery, or

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- g) The Successful Proposer breaches the RFP's standard of confidentiality with respect to this RFP or the goods or services provided thereunder, or



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

h) The Texas Lottery makes a written determination that that the Successful Proposer has failed to substantially perform under the Contract and specifies the events resulting in the Texas Lottery's determination thereof, or
INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

i) The Successful Proposer fails to comply with any of the terms, conditions or provisions of the Contract, in any manner whatsoever, or

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

j) The Successful Proposer engages in any conduct that results in a negative public impression including, but not limited to, creating even an appearance of impropriety with respect to the Texas Lottery, Texas Lottery games, the Successful Proposer, or the State of Texas.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.18 Termination for Impossibility of Performance

The Texas Lottery reserves the right to terminate, in whole or in part, any Contract resulting from this RFP upon no less than five (5) Days' notice upon any of the following conditions:

(a) The failure of the Texas Legislature to appropriate funds to the Texas Lottery for any Contract resulting from this RFP.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

(b) Any act or omission by the Texas Legislature which renders performance by the Texas Lottery impossible.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.19 Termination without Penalty

Pursuant to Texas Government Code ANN. § 466.014(c), the Executive Director is permitted to terminate any Contract entered into as a result of this RFP, without penalty, if an investigation reveals that the Successful Proposer would not be eligible for a sales agent license under Texas Government Code ANN. § 466.155. if an investigation reveals that the Successful Proposer would not be eligible for a sales agent license under Texas Government Code ANN. § 466.155.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.20 No Liability upon Termination

If any Contract entered into as a result of this RFP is terminated for any reason, the Texas Lottery and the State of Texas shall not be liable to the Successful Proposer for any damages, losses, financial obligations, breach of contract, or any other claims or amounts arising from or related to any such termination. However, the Successful Proposer may be entitled to the remedies provided in Gov't Code, Chapter 2260.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.21 Effect of Termination

Upon any termination or expiration of this Contract, the following terms shall apply:

- (a) The permissions, licenses and authorizations granted by the Successful Proposer to the Texas Lottery pursuant to the terms of this RFP or any resulting Contract shall remain in full force and effect.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- (b) The Texas Lottery may, at its option, purchase the Lottery Gaming System equipment at its depreciated value as determined by the lower of the GAAP basis or Federal Tax basis.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- (c) In the event that the contracts and assets related to the Lottery Network have not been assigned by the Successful Proposer to the Texas Lottery, the Successful Proposer shall immediately assign all such contracts and assets to the Texas Lottery. Upon such assignment, the Successful Proposer shall provide a detailed inventory and network diagrams of the Lottery Network, which shall include all components necessary for the operation of the Lottery Network.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- (d) The Successful Proposer shall immediately surrender to the Texas Lottery all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials (and all copies of same) pertaining to the Works, reports, and other data or materials generated or developed by the Successful Proposer or furnished by the Texas Lottery to the Successful Proposer, including all materials embodying any Texas Lottery confidential information, regardless of whether the works or materials are complete or incomplete; provided however, that as to memoranda, notes, records, drawings, manuals, computer software and other documents or materials pertaining to the Works, the Successful Proposer shall be required to provide only copies thereof, and the Successful Proposer shall be entitled to retain copies thereof to facilitate its exploitation of the Works as permitted by this Contract. This section shall apply to all materials made or compiled by the Successful Proposer, as well as to all materials furnished to the Successful Proposer by the Texas Lottery or by anyone else that pertain to the Works.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- (e) If this Contract is terminated for cause by the Texas Lottery, the Texas Lottery shall be entitled to receive delivery of the source code for all of the software necessary for operation of the Lottery Gaming System from the source code escrow established pursuant to the requirements contained in this Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.22 Warranties

- 3.22.1 The Successful Proposer warrants and agrees that it is lawfully organized and constituted under all applicable national, international, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



- 3.22.2 The Successful Proposer warrants and agrees that it has the legal authority and capacity to enter into and perform any Contract resulting from its response to this RFP, and that it has the financial ability to perform its obligations under such Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.22.3 The Successful Proposer warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under any Contract awarded pursuant to this RFP; that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.22.4 The Successful Proposer warrants and agrees that it has no present interest and shall not acquire, or assign to any third party, any interest that would conflict in any manner with its duties and obligations under any Contract awarded pursuant to this RFP.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.22.5 The Successful Proposer warrants and agrees that all goods and services it supplies in its performance under any Contract awarded pursuant to this RFP shall meet the performance standards required thereunder and shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.22.6 The Successful Proposer warrants and agrees that its tickets, games, goods and services shall in all respects conform to, and function in accordance with, Texas Lottery-approved specifications and designs.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



- 3.22.7 The Successful Proposer warrants and agrees that it shall not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this RFP without the express written consent of the Texas Lottery.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.22.8 The Successful Proposer warrants that it is eligible for a sales agent license under Texas Government Code Ann. § 466.155 (Chapter 466 is also known as the State Lottery Act).

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.22.9 ~~The Successful Proposer(s) — warrants and agrees to pay the apparent prize value of misprinted On-Line Tickets that do not validate as winners. Altered tickets are not misprinted tickets.~~ **The Successful Proposer warrants that it will pay and agrees to pay any amount paid by the Texas Lottery and any costs incurred by the Texas Lottery as the result of an/or in connection with a misprinted On-Line Ticket. Altered tickets are not misprinted tickets. If an On-Line Ticket appears to be a winner in all respects (e.g., numbers shown on the ticket match the numbers selected in the drawing, no evidence of tampering/alteration, etc.), but the host computer record does not match the data printed on the physical ticket, the Successful Proposer warrants that it will pay and agrees to pay any amount paid by the Texas Lottery and any costs incurred by the Texas Lottery as a result of and/or in connection with the misprinted ticket.**

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.22.10 The Successful Proposer warrants and agrees that it shall keep all equipment, related to the performance of any Contract resulting from this RFP, in good condition and repair and will not permit anything to be done that may materially impair the value thereof. The Successful Proposer shall use such equipment only in the ordinary course of its performance under this Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance, nor for any other lawful purpose (e.g., issuing/renewing hunting and fishing licenses, paying utility bills, etc.) unless expressly authorized in writing by the Texas Lottery. The Successful Proposer agrees to develop an equipment maintenance and replacement schedule subject to approval by the Texas Lottery and agrees to comply with that schedule.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



- 3.22.11 The Successful Proposer warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods or system proposed in response to the RFP or any interest therein, or permit any of it to become a fixture or accession to other goods or property.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.22.12 The Successful Proposer warrants and agrees that the Lottery Gaming System shall be free from any code which would, or is designed to, disable the Lottery Gaming System (or any component of the Lottery Gaming System) automatically after the passage of time or under the control of a person other than the Texas Lottery and free from any code which would permit unauthorized access to the Lottery Gaming System (or any component of the Lottery Gaming System), such as a virus. The Successful Proposer's use of remote diagnostic software to disable any portion of the Lottery Gaming System (other than as necessary for support or maintenance) or to gain unauthorized access to the Lottery Gaming System will be deemed a breach of this warranty.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.22.13 The Successful Proposer warrants and agrees that the Lottery Gaming System delivered to the Texas Lottery under this Contract shall be free from any clock, counter, virus or other limiting design or routine that will cause the Lottery Gaming System to be erased, made inoperable, or otherwise become incapable of being used by the Texas Lottery after being used a certain number of times, or after the lapse of a certain period of time, or after the occurrence or lapse of any other triggering event.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.22.14 The Successful Proposer warrants and agrees that the Lottery Gaming System shall maintain the integrity of the data that is used or displayed by the Lottery Gaming System throughout the Contract term and any renewal periods.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.22.15 The Successful Proposer warrants and agrees that the Lottery Gaming System shall operate in a secure manner and shall be designed and operated so as to prevent intrusions and unauthorized use. The Successful Proposer warrants that it shall immediately report to the Executive Director any intrusions or unauthorized uses of the Lottery Gaming System.



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.22.16 The Successful Proposer warrants and agrees that it has good and marketable title to and/or the right to license, all of the Lottery Gaming System, free and clear of all liens, security interests and other encumbrances.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.22.17 The Successful Proposer warrants, informs, discloses and represents that it has no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements which relate to the Lottery Gaming System, whether written, oral or implied, and are inconsistent with this Contract or the rights, duties, and obligations stated in this Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

All of the above warranties contained in this section 3.22 shall survive expiration or termination of the Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.23 Licenses and Permits

The Successful Proposer shall obtain, maintain and pay for all licenses, permits and certificates including all professional licenses required by any statute, ordinance, rule or regulation. The Successful Proposer shall immediately notify the Texas Lottery of any suspension, revocation or other detrimental action against its licenses, permits or certificates

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.24 Successful Proposer Site Visits

The Texas Lottery shall have the free and unrestricted right, acting by itself or through its authorized representatives, to enter the premises of the Successful Proposer and any subcontractors, and to enter any other sites involved in providing goods and/or services under any Contract resulting from this RFP, to examine their operations and to inspect and copy the records of the Successful Proposer and/or subcontractors pertaining to goods and services provided under any Contract resulting from this RFP. The Successful Proposer agrees that the Successful Proposer and its subcontractors shall implement all reasonable quality control and security procedures requested by the Texas Lottery or representatives as designated by the Texas Lottery. The Texas Lottery will use reasonable efforts not to disrupt the normal business operations of the Successful Proposer (or subcontractor, as applicable) during site visits announced or unannounced.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.25 Intellectual Property Rights

3.25.1 Ownership. As between the Successful Proposer and the Texas Lottery, the Works and Intellectual Property Rights in the Works are and shall be owned exclusively by the Texas Lottery, and not the Successful Proposer. The Successful Proposer specifically agrees that all Works shall be considered "works made for hire" and that the Works shall, upon creation, be owned exclusively by the Texas Lottery. To the extent that the Works, under applicable law, may not be considered works made for hire, the Successful Proposer hereby agrees that the Contract resulting from this RFP transfers, grants, conveys, assigns, and relinquishes exclusively to the Texas Lottery all right, title and interest in and to the Works, and all Intellectual Property rights in the Works, without the necessity of any further consideration, and the Texas Lottery shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Works, subject to any exceptions with respect to pre-existing or third party rights as set forth below.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.25.2 Ownership of Prior Rights by the Texas Lottery. All property and tangible or intangible items, including the Intellectual Property Rights therein, that were created, developed or owned by the Texas Lottery prior to the issuance of this RFP or execution of any Contract resulting therefrom (e.g., copyrights, trademarks, etc.) shall continue to be exclusively owned by the Texas Lottery, and the Successful Proposer shall have no ownership thereof, and no rights thereto, other than the limited, non-exclusive right to use such property or tangible and intangible items solely for the purposes set forth in this RFP or resulting Contract, if any, and only for the duration of such Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.25.3 Ownership of Prior Rights by the Successful Proposer. All Property and tangible or intangible items, including the Intellectual Property Rights therein, that were created, developed or owned by the Successful Proposer prior to the issuance of this RFP shall continue to be exclusively owned by the Successful Proposer, and the Texas Lottery shall have no ownership thereof, and no rights thereto, other than the limited, non-exclusive right to use such property or tangible or intangible items solely for the purposes set forth in this RFP or resulting Contract, if any. **All tangible and intangible items relating to the goods and/or services set forth herein or under the Contract, including the Intellectual Property Rights in those tangible or intangible items, that were created, developed or licensed by the Successful Proposer prior to the issuance of this RFP or the execution of the Contract, or during the term of the Contract, to the extent such tangible or intangible items are** ~~All intellectual property relating to the goods and/or services set forth herein or under the Contract, including the Intellectual Property Rights in those goods and/or services. That was created, developed or licensed by the Successful Proposer prior to the issuance of this RFP or the execution of the Contract, or during the term of the Contract, to the extent such intellectual property is~~ not considered "works" as defined above, shall be, and is, licensed to the Texas Lottery on a non-exclusive, perpetual, irrevocable, royalty-free, worldwide basis, to allow the Texas Lottery or its designees to provide, and continue to provide, the goods and services set forth herein or under the Contract, including after the expiration or termination of the Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.25.4 Further Actions. The Successful Proposer, upon request and without further consideration, shall perform any acts that may be deemed necessary or desirable by the Texas Lottery to evidence more fully the transfer of ownership of all Works to the Texas Lottery to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by the Texas Lottery. In the event the Texas Lottery shall be unable for any reason to obtain the Successful Proposer's signature on any document necessary for any purpose set forth in the foregoing sentence, the Successful Proposer hereby irrevocably designates and appoints the Texas Lottery and its duly authorized officers and agents as the Successful Proposer's agent and the Successful Proposer's attorney-in-fact to act for and in the Successful Proposer's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by the Successful Proposer.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



- 3.25.5 Waiver of Moral Rights. The Successful Proposer hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Works which the Successful Proposer may now have or which may accrue to the Successful Proposer's benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Works and the right to object to any modification, translation or use of the Works, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.25.6 Confidentiality. All Works and all materials forwarded to the Successful Proposer by the Texas Lottery for use in and preparation of the Works, shall be deemed the confidential information of the Texas Lottery, and the Successful Proposer shall not use, disclose, or permit any person to use or obtain the Works, or any portion thereof, in any manner without the prior written approval of the Texas Lottery.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.25.7 Injunctive relief. The RFP and Contract are intended to protect the Texas Lottery's proprietary rights pertaining to the Works, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to the Texas Lottery's business. Therefore, the Successful Proposer acknowledges and stipulates that a court of competent jurisdiction should immediately enjoin any material breach of the intellectual property, licensing, and confidentiality provisions of the RFP or Contract, upon a request by the Texas Lottery, without requiring proof of irreparable injury as same should be presumed.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.25.8 Return of Works. Upon the request of the Texas Lottery, but in any event upon expiration or termination of any Contract resulting from this RFP, the Successful Proposer shall surrender to the Texas Lottery all documents and things pertaining to the Works, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by the Successful Proposer or furnished by the Texas Lottery to the Successful Proposer, including all materials embodying the Works, any Texas Lottery confidential information, or Intellectual Property Rights, regardless of whether complete

or incomplete. This section is intended to apply all Works made or complied by the Successful Proposer, as well as to all documents and things furnished to the Successful Proposer by the Texas Lottery or by anyone else that pertains to the Works.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.25.9 Successful Proposer's Name or Logo. The Successful Proposer shall not affix its company name, label, logo, or any other similar identifying information to or on any products, equipment or any other goods provided under any Contract resulting from this RFP.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.26 Pre-Existing and Third Party Rights

- 3.26.1 To the extent that any pre-existing rights and/or third party rights or limitations are embodied, reserved or reflected in the Works, the Successful Proposer shall either (a) grant to the Texas Lottery the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (ii) authorize others to do many or all of the foregoing, or (b) where the obtaining of worldwide rights is not reasonably practical or feasible, provide written notice to the Texas Lottery of such pre-existing or third party rights or limitations, request the Texas Lottery's approval of such pre-existing or third party rights on such terms as may be reasonably negotiated, and obtain the Texas Lottery's written approval of such pre-existing or third party rights and the limited use of same. The Successful Proposer shall provide the Texas Lottery with documentation indicating a third party's written approval for the Successful Proposer to use any pre-existing or third party rights that may be embodied, reserved or reflected in the Works. The Successful Proposer shall indemnify, defend and hold the Texas Lottery harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all losses, damages, and costs (including attorneys' fees and settlement costs) arising from or relating to, directly or indirectly, any claim or assertion by any third party that the Works infringe any third party rights. The foregoing indemnity obligation shall not apply to instances in which the Texas Lottery either (y) exceeded the scope of the limited license that was previously obtained by the Successful Proposer and agreed to by the Texas Lottery, or (z) obtained information or materials, independent of the Successful Proposer's involvement or creation, and provided such information or materials to the Successful Proposer for inclusion in the Works, and such information or materials were included by the Successful Proposer, in an unaltered and unmodified fashion, in the Works.



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.26.2 The Successful Proposer agrees that is shall have and maintain, during performance of any Contract arising from this RFP, written agreements with all employees, subcontractor, or agents engaged by the Successful Proposer in performance hereunder, granting the Successful Proposer rights sufficient to support all performance and grants of rights by the Successful Proposer. Copies of such agreements shall be provided to the Texas Lottery promptly upon request,

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.27 Remediation

If the Works or the Intellectual Property Rights therein become the subject of a lawsuit or claim of infringement, or the Successful Proposer becomes aware that such items are likely to become the subject of a lawsuit or claim of infringement, the Successful Proposer shall exercise one (1) of the following two (2) options in order to provide the Texas Lottery with continue and uninterrupted use of the Works and Intellectual Property Rights therein: (a) obtain for the Texas Lottery the right to continue the use of the alleged infringing Works at no additional cost to the Texas Lottery, or (b) obtain alternative, substitute or new Works for the allegedly infringing Works, which are of equivalent or superior quality to the allegedly infringing Works, at no additional costs to the Texas Lottery, and subject to the acceptance of the Texas Lottery in its sole discretion.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.28 Intellectual Property Search

The Successful Proposer, at its expense, shall conduct all appropriate intellectual property searches (e.g., full copyright, trademark or service mark or patent searches) for all proposed Works, to ensure that the proposed Works are protectable by the Texas Lottery and do not infringe the Intellectual Property Rights of any third person or entity. The Successful Proposer holds the Texas Lottery harmless from the infringement of such Works, as set forth above. The Texas Lottery retains the right and option to obtain or secure registration of the Works in its own name, and on its own behalf, without the substantive involvement of the Successful Proposer. The Texas Lottery will withhold indemnified losses from payments to the Successful Proposer, or, if no payments are made, the Texas Lottery will make demand of payment of indemnified losses. The Successful Proposer must make payment within thirty (30) Days of the Texas Lottery's demand.



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.29 Accounting Records

The Successful Proposer and its subcontractors are required to maintain its books, records, information and other materials pertaining to any Contract awarded pursuant to this RFP in accordance with generally accepted accounting principles. These records shall be available to the Texas Lottery, its internal auditor or external auditors (and other designees) and the Texas State Auditor at all times during the Contract period and for a period of five (5) full years after (i) the expiration date of any Contract awarded pursuant to this RFP, or (II) final payment under any Contract awarded pursuant to this RFP, whichever is later.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.30 Right to Audit

The Successful Proposer understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or its designee, to conduct an audit, or assurance services or investigation in connection with those funds. The Successful Proposer further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit, other assurance services or investigation, including providing all records requested. The Successful Proposer shall endure that this provision concerning the State Auditor's Office's authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Successful Proposer relating to this Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.31 Audit Requirements

- a) The Successful Proposer shall be required to have a complete financial audit conducted annually. A copy of the Successful Proposer's audited financial statements shall be provided to the Texas Lottery annually.



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- b) In addition, a complete internal control audit, in compliance with Statement on Auditing Standards No. 70 (SAS 70) requirements, of the Successful Proposer's Texas operations shall be conducted annually by an independent certified public accounting firm. The Successful Proposer shall pay for all audit services. This audit shall be conducted pursuant to SAS 70, as issued by the American Institute of Certified Public Accountants as it may be updated or amended from time to time. The Texas Lottery reserves the right to specify the type of report and the control objectives to be examined as well as the accounting firm to perform the audit. The Texas Lottery reserves the right to designate the annual period to be covered by the report relating to the internal control audit. The Successful Proposer agrees (i) to fully cooperate with any auditor retained to perform such audit; (ii) to generally release and waive any and all claims against the auditor other than those based upon intentional misconduct occurring during such audit; and (iii) to indemnify and hold harmless any auditor retained to perform such audit. The Successful Proposer agrees that any such auditor is a direct and intended third party beneficiary of this provision.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- c) The Texas Lottery's internal auditor or external auditors (and other designees) and the Texas State Auditor shall be given the right to review the work papers of the audits conducted by any independent certified public accounting firm, if considered necessary or desirable by the Texas Lottery.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- d) The Texas Lottery's internal auditor and Executive Director shall be given a copy of all reports including any management letters issued as a result of the specified audits within ten (10) Days of issuance. Ten (10) additional copies of all reports must be made available to the Texas Lottery upon request.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.32 Right to Additionally Audit the Successful Proposer's Texas Operations

- 3.32.1 The Texas Lottery reserves the right to audit the Successful Proposer's records and operations as they relate to the Texas Lottery. The Successful Proposer's records are subject to audit by the Texas Lottery and the state auditor. For the purpose of this provision, the Texas Lottery or state auditor may examine all books, records, papers, or other objects, as well as data and systems that the Texas Lottery or state auditor determines are necessary for conducting a complete examination. The Texas Lottery or state auditor may also examine under oath any officer, director, or employee of the Successful Proposer. The Texas Lottery or state auditor may conduct an examination at the principal office or any other office of the Successful Proposer or may require the Successful Proposer to produce the records at the office of the Texas Lottery or state auditor. If the Successful Proposer refuses to permit an examination or to answer any question during the course of an audit, the Successful Proposer is subject to sanctions as provided in the Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.32.2 The Successful Proposer agrees (i) to fully cooperate with any auditor retained to perform such audit; (ii) to generally release and waive any and all claims against the auditor other than those based upon intentional misconduct occurring during such audit, and (iii) to indemnify and hold harmless any auditor retained to perform such audit. The Successful Proposer agrees that any such auditor is a direct and intended third party beneficiary of this provision.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.33 Indemnification

- 3.33.1 The Successful Proposer shall indemnify, defend and hold the Texas Lottery, its commission members, the State of Texas, and its agents, attorneys, employees, representatives and assigns (the "Indemnified Parties") harmless from and against any and all claims, demands, causes of action, liabilities, lawsuits, losses, damages, costs, expenses or attorneys' fees (collectively, "Claim"), and including any liability of any nature or kind arising out of a Claim for or on account of the Works, or other goods, services or deliverables provided as the result of any Contract resulting from this RFP, which may be incurred, suffered, or required in whole or in part by an actual or alleged act or omission of the Successful Proposer, or a subcontractor of the Successful Proposer, or any person directly or indirectly employed by the Successful Proposer or a subcontractor of the



Successful Proposer, whether the Claim is based on negligence, strict liability, intellectual property infringement or any other culpable conduct, whether frivolous or not. The foregoing indemnity obligations of the Successful Proposer shall not apply to Claims arising out of or related to the exceptions (y) and (z) set forth in Section 3.26.1 above.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.33.2 The Successful Proposer's liability shall extend to and include all reasonable costs, expenses and attorneys' fees incurred or sustained by the Indemnified Parties in: (a) making any investigation and in prosecuting or defending any Claim arising out of or in connection with the Works, or other goods, services or deliverables provided under any Contract resulting from this RFP (including but not limited to any claim that all or any portion of the Works infringes the patent, copyright, trade secret, trademark, confidential information, or other Intellectual Property Rights of any third party); (b) obtaining or seeking to obtain a release therefrom; or (c) enforcing any of the provisions contained in this FP or the Contract. The Texas Lottery will withhold all indemnification costs and related expenses and fees (incurred or sustained by the Indemnified Parties) from payments to the Successful Proposer under any Contract resulting from this RFP, or if no contract payments are to be made, the Texas Lottery will make demand of payment from the Successful Proposer or seek recovery against the Successful Proposer's Performance Bond. The Indemnified Parties, upon giving notice to the Successful Proposer, shall have the right in good faith to pay, settle or compromise, or litigate any Claim under the belief that the Claim is well founded, whether it is or not, without the consent or approval of the Successful Proposer. The Texas Lottery has sole discretion as to the choice and selection of any attorney who may represent the Texas Lottery. To the extent that the Successful Proposer makes any payments to or on behalf of the Indemnified Parties under the Contract, and to the extent permissible by law, the Successful Proposer shall be fully subrogated to all rights and claims of the Indemnified Parties in connection therewith. In any event, the Indemnified Parties shall provide reasonable notice to the Successful Proposer of any Claim known to the Indemnified Parties to arise out of the Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.34 Bonds and Insurance

All required bonds and insurance must be issued by companies or financial institutions which are financially rated Excellent or better as rated by A.M. Best Company and duly licensed, admitted, and authorized to do business in the State of Texas. The Texas Lottery shall be named as the obligee in each required bond. Each insurance policy, except those for workers' compensation, employer's liability and professional liability, must name the Texas Lottery (and its officers, agents and employees) as an additional insured on the original policy and all renewals or replacements. Insurance coverage must include a waiver of subrogation in favor of the Texas Lottery, its officers, and employees for bodily injury (including death), property damage or any other loss. The insurance shall be evidenced by delivery to the Texas Lottery of certificates of insurance executed by the insurer or its authorized agency stating coverage, limits, expiration dates, and compliance with all applicable required provisions. Upon request, the Texas Lottery shall be entitled to receive, without expense, certified copies of the policies and all endorsements. Except as otherwise expressly provided herein, required coverage must remain in full force and effect throughout the term of the Contract and any extension thereof, and provide adequate coverage for incidents discovered after termination of the Contract. Insurance coverage shall not be cancelled, non-renewed or materially changed except after thirty (30) Days; notice by certified mail to the Texas Lottery. The Successful Proposer must submit original certificates of insurance for each required insurance contract, and any renewals thereof, within fifteen (15) Days after contract execution. Renewal certificates shall be submitted prior to or within fifteen (15) Days after expiration of the existing policy. Proposers must submit required bonds when and as provided in sections of this RFP outlining bond requirements.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.35 Self Insurance

The Successful Proposer may not elect to provide entirely or in part for the insurance/bond protection described in this RFP through self-insurance. A deductible provision contained in an insurance policy that meets the requirements of this RFP is not considered as self-insurance unless the deductible amount exceeds ten percent (10%) of the face amount of the insurance policy.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.36 Performance Bond

- 3.36.1 The Successful Proposer shall provide an original performance bond (as shown in Attachment F attached hereto and incorporated for all purposes) in the amount of thirty-five million dollars (\$35,000,000) within fifteen (15) Days of execution of the Contract. Failure to have and keep a bond in place shall constitute a breach of any Contract entered into as a result of this RFP.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.36.2 The bond must be maintained in full force and effect for the initial term and any renewal term of the Contract. The bond shall be forfeited to the Texas Lottery if the Successful Proposer fails to perform as required by the Contract, pay sanctions or liquidated damages, or indemnify the Texas Lottery.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.37 General Liability Insurance

The Successful Proposer must maintain general liability insurance coverage with limits of not less than two million dollars (\$2,000,000) per occurrence, for million dollars (\$4,000,000) general aggregate, two million dollars (\$2,000,000) personal and advertising injury. Policy shall be endorsed to include the Amendment of Aggregate Limits per location.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.38 Property Insurance

The Successful Proposer must maintain insurance on all buildings, furniture, fixtures, computer and communications equipment used in operating and supporting the Successful Proposer's operations under any Contract resulting from this RFP in an amount equal to or greater than the actual replacement cost thereof. Coverage must include an All Risk Property Floater to insure personal property including contents, equipment, and mobile items against fire, theft, collision, flood, etc. The Texas Lottery will not be responsible for insuring any equipment or facilities included in or associated with the Successful Proposer's operations.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.39 Errors and Omissions Insurance

The Successful Proposer must maintain professional liability errors and omissions insurance of not less than ten million dollars (\$10,000,000), to be in force and effect during the term of the Contract including any extension thereof and one year thereafter. Coverage must indemnify the Texas Lottery for direct loss due to errors, omissions, or problems of any type arising out of the performance of or failure to perform system services or out of the failure of hardware or software to perform the function or serve the purpose intended, for which the Successful Proposer is legally liable.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.40 Crime Insurance

The Successful Proposer must maintain crime insurance with a limit of not less than five million dollars (\$5,000,000) protecting the Texas Lottery against losses, including lost income, lost profits, extra expenses and other consequential losses suffered by the Texas Lottery, resulting from loss of property (including money, securities and Texas Lottery tickets) by robbery, burglary, or theft, computer fraud or the loss of money, securities or Texas Lottery tickets because of destruction or disappearance. The policy also must include employee dishonesty coverage with a minimum of five million dollars (\$5,000,000) per person endorsed to cover third party property and no conviction clause.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.41 Automobile Liability Insurance

The Successful Proposer must maintain automobile liability insurance covering drivers and vehicles employed by the Successful Proposer. The Successful Proposer must require each subcontractor to carry the same coverage and limits as those required of the Successful Proposer. The automobile liability insurance must have limits of not less than two million dollars (\$2,000,000) for bodily injury to each person, four million dollars (\$4,000,000) for bodily injury each accident, two million dollars (\$2,000,000) for property damage and a combined single limit of not less than four million dollars (\$4,000,000).



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.42 Workers' Compensation & Employers Liability Insurance

The Successful Proposer must maintain Workers' Compensation insurance coverage in accordance with statutory limits, and Employers Liability insurance coverage with minimum limits for bodily injury:

- a) by accident, \$100,000 per each accident; and
- b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

Coverage must include a waiver of subrogation in favor of the Texas Lottery Commission, its officers and employees.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.43 Disclosure of Litigation

The Proposer must include in its Proposal a complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Proposer. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands.

"Litigation" as used herein shall include administrative enforcement actions brought by government agencies. The Proposer must also disclose any material litigation threatened or pending involving subcontractors, consultants, and/or lobbyist. For purposes of this section, "material" refers to, but is not limited to, any action or pending action that a reasonable person knowledgeable in the gaming industry would consider relevant to any gaming operation or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the gaming industry and its operations, together with any litigation threatened or pending that may result in a substantial change in the Proposer's financial condition, as described in Section 4.7. This is a continuing disclosure requirement, any litigation commencing after submission of a Proposal (and for the Successful Proposer, after Contract Award) must be disclosed in a written statement to the Texas Lottery's General Counsel within fifteen (15) Days of its occurrence. The Successful Proposer shall be required to file with the Texas Lottery comprehensive monthly reports regarding all threatened or pending litigation involving the Successful Proposer's Texas operations and all threatened or pending litigation that may be considered material to the overall operations of the



Successful Proposer, as well as all procurement protests or responses to procurement protests involving the Successful Proposer or its parents, subsidiaries or affiliates.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.44 Disclosure of Sanctions and Liquidated Damages

The Proposer must include in its Proposal a complete list of all sanctions and liquidated damages assessed against the Proposer during the last five (5) years prior to submission of the Proposal **for the following: (i) a single sanctionable event under any contract that occurred five (5) times or more in a rolling calendar year or (ii) any sanction or liquidated damage under any contract totaling fifty thousand dollars (\$50,000) or more..** The Proposer must also include in its Proposal a complete account of all goods or services provided in consideration of contractual sanctions or liquidated damages that would have been assessed, including the jurisdiction, the reason for the penalty or liquidated damages and the goods or services provided in lieu of the assessment. This is a continuing disclosure requirement, any sanctions or liquidated damages assessed after submission of the Proposal must be disclosed in writing within fifteen (15) Days of its occurrence. The Texas Lottery reserves the right to request an updated report of all sanctions and/or liquidated damages assessed against the Successful Proposer during the term of any Contract resulting from this RFP.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.45 Force Majeure/Delay of Performance

- 3.45.1 Except as otherwise provided, neither the Successful Proposer nor the Texas Lottery shall be liable to the other for any delay in, or failure of performance of, any covenant contained herein caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. For purposes of this RFP and any Contract resulting therefrom, "force majeure" is defined as "an act of God or any other cause of like kind not reasonably within a party's control and which, by the exercise of due diligence of such party, could not have been prevented or is unable to be overcome." The Successful Proposer must inform the Texas Lottery in writing within three (3) Days of the existence of any such force majeure or otherwise waives this right as a defense.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



- 3.45.2 The Successful Proposer shall immediately upon discovery notify the Executive Director in writing of any delays in performance regardless of responsibility, fault or negligence. If the Successful Proposer contends that the delay is the responsibility, fault or negligence of the Texas Lottery staff, the Successful Proposer must provide written notice within three (3) calendar Days of the discovery, and to the extent possible, identify the event or individual responsible so that the Executive Directory may take appropriate action to remedy the situation. Failure to provide such notice to the Executive Directory as required in this Section 3.45 shall constitute a waiver of the Successful Proposer's right to assert the Texas Lottery's action/inaction as a defense.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.46 Security Requirements

- 3.46.1 Prior to beginning operations under any Contract awarded pursuant to this RFP, the Successful Proposer shall establish a security program, subject to the prior written approval of the Texas Lottery as specified in this RFP.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.46.2 The Texas Lottery reserves the right to require at any time such further and additional security measures as deemed necessary or appropriate to ensure the integrity of the Successful Proposer's goods and services.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.47 Taxes, Fees and Assessments

- 3.47.1 The Texas Lottery shall have no responsibility whatsoever for the payment of any federal, state or local taxes which become payable by the Successful Proposer or its subcontractors, or their agents, officers or employees. The Successful Proposer shall pay and discharge when due all such taxes, license fees, levies, and other obligations or charges of every nature.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.47.2 The Successful Proposer shall be responsible for payment of all taxes attributable to any Contract awarded pursuant to this RFP and any and all such taxes shall be identified under the Successful Proposer's federal tax identification number. The Successful Proposer shall pay all federal, state and local taxes of any kind, including without limitation income, franchise, ad valorem personal property, sales, use, lease, payroll, consumption, distribution and storage taxes, for the goods, services and systems relating thereto provided by the Successful Proposer, whether or not such taxes are in effect as of the date the Contract resulting from this RFP is signed or scheduled to go into effect, or become effective during the initial term and any and all renewal terms, if any.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.48 News Releases

The Successful Proposer shall not issue any news releases or publish information to the public pertaining to this procurement process or the performance of any Contract awarded by the Texas Lottery without prior written approval of the Texas Lottery. For any required disclosure or any public release of information of any kind, including a non-required disclosure, that is under a deadline imposed by any statutory or regulatory authority, the Successful Proposer shall seek approval from the Texas Lottery no less than two (2) Working Days prior to the deadline for the release of the information. In any case in which a deadline for the release of information exists, approval of the release by the Texas Lottery shall neither be construed as an endorsement of the release, as assent to the content of the release, as an indication of the accuracy of the information in the release, nor as any admission of any kind regarding any subject covered in the release.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.49 Advertising

- 3.49.1 The Successful Proposer agrees not to use the Texas Lottery's name, logos, images, nor any data or results arising from this procurement process or Contract awarded pursuant to this RFP as a part of any commercial advertising, or to promote the Successful Proposer in another jurisdiction's procurement process, without prior written approval by the Texas Lottery.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



- 3.49.2 Any advertising, promotions and point of sale material produced by the Successful Proposer under the Contract or proposed for use by the Successful Proposer in Texas must be pre-approved by the Texas Lottery in writing.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.50 Hiring of Texas Lottery Personnel

- 3.50.1 At all times flowing issuance of this RFP and ending with either the award of a Contract or the rejection of all Proposals, prospective Proposers are prohibited from officially or unofficially making any employment offer or proposing any business arrangement whatsoever to any Texas Lottery employee involved in the evaluation of Proposals, the Contract Award, or contract negotiations. A prospective Proposer making such an offer or proposition may be disqualified from further consideration.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.50.2 At all times following the issuance of this RFP and ending with either the award of a Contract or the rejection of all Proposals, Proposers shall not engage the services of any State of Texas employee while such person remains employed by the State without the written consent of the Texas Lottery. During the term of the Contract, the Successful Proposer shall not engage the services of any State of Texas employee while such person remains employed by the State without the written consent of the Lottery.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.51 Hiring of Lobbyist, Consultant and/or Advisor; Supplemental Information

The Proposer shall list the names, addresses and telephone numbers for all lobbyists, consultants, and/or advisors who will perform services related to the Proposer's operations or interests in the State of Texas, pursuant to previously executed contracts, or during the three (3) years prior to the issuance of the RFP, who have performed services related to the Proposer's operations or interests in the State of Texas for the Proposer or any subcontractors of the Proposer. The Proposer shall immediately notify the Texas Lottery in the event of change of lobbyist, consultant, or advisor information.



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.52 Notices

The Proposer shall indicate in its Proposal the name and address of the person to whom any notices shall be given. Notices to the Texas Lottery shall be made by personal delivery or by certified (or registered) mail return receipt requested to the Texas Lottery at the address below unless the Proposer is notified in writing by the Texas Lottery of any change:

Texas Lottery Commission
Attention: Contracts Administration
P.O. Box 16630
Austin, TX 78761-6630
Fax (512) 344-5058
Contracts@lottery.state.tx.us

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.53 Non-Disclosure

In addition to maintaining confidentiality of information as prescribed in the Non-Disclosure Statement (Section 2.4), the Successful Proposer shall maintain as confidential, and shall not disclose to third parties without the Texas Lottery's prior written consent, any Texas Lottery information including but not limited to the Texas Lottery's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.54 USUFRUCT

If, for any reason other than breach of contract by the Texas Lottery, the Successful Proposer should lose its ability to service a Contract resulting from this RFP, the Texas Lottery shall acquire a usufruct in all contractual items owned by the Successful Proposer in conjunction with the Contract and which are necessary to provide such services. Said usufruct shall be limited to the right of the Texas Lottery to possess and make use of such contractual items solely for the use and benefit of



the Texas Lottery in operating, maintaining, altering, replacing and improving the programs and systems being used by the Texas Lottery under the Contract. Such Usufruct shall be limited in time to the duration of the Contract and any extension thereof, and in scope for programs, systems, and other items being used by the Texas Lottery under the Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.55 Ticket Purchase

In accordance with Texas Government Code ANN 466.254 (Purchase of Ticket by or Payment of Prize to Certain Persons), no member, officer or employee of the Successful Proposer shall purchase a Texas Lottery ticket or be paid a prize in any Texas Lottery game. No spouse, child, brother, sister, or parent of such member, officer or employee who resides in the household of such member, officer or employee (collectively, "Family Members"), shall purchase a Texas Lottery ticket or be paid a prize in any Texas Lottery game. The Successful Proposer shall ensure that these statutory prohibitions are made known to each member, officer and employee of the Successful Proposer, prior to that person becoming involved in selling or leasing the goods or performing the services that are the subject of the Contract. The Successful Proposer shall require its members, officers and employees to make the statutory prohibition known to Family Members. The Successful Proposer shall promptly notify the Texas Lottery of any violation of Texas Government Code ANN. § 466.254.

Following contract execution, the Successful Proposer agrees to provide to the Texas Lottery the name, address, and any other identifying information requested by the Texas Lottery, of all members, officers and employees of the Successful Proposer, or of any subcontractor(s), providing goods or performing the services that are the subject of the contract with the Texas Lottery. The Successful Proposer agrees to update such information when there is a change in the direct involvement status of any Successful Proposer's members, officers and employees, or of any subcontractor(s).

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.56 End of Contract Conversion

3.56.1 The Texas Lottery shall be solely responsible for the identification of and time for conversions (transfers) of retailer terminals and the Successful Proposer shall cooperate fully and in good faith in said conversion (transfer). Cooperation may include, but is not limited to, sharing of liability files and cross-validation of winning tickets.



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.56.2 At the direction of the Texas Lottery, the Successful Proposer shall remove all equipment and materials relating solely to the Successful Proposer's System from each Retailer location within fourteen (14) calendar days after the successful conversion (transfer_ of the location to the new system.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.56.3 The Successful Proposer must cooperate fully with the Texas Lottery throughout the period in which the administration or responsibilities under the Contract is transitioned or turned over to the Texas Lottery or a third party. The Successful Proposer must continue to provide all goods and services required under the Contract without interruption or degradation in service levels during the turnover period. The Successful Proposer must support the successor, including the sharing of files, until the Texas Lottery determines that the successor can satisfactorily maintain contract services without interruption. The Successful Proposer shall provide to the Texas Lottery or its designee promptly and without delay, at no cost, copies of all current software specifications, data files, job control language, program designs, procedures and all other elements required to install and operate the games in machine readable form and/or to perform the other services required of the successor. Required technical, user and programmer documentation as the Texas Lottery may require must also be provided promptly and without delay by the Successful Proposer to the Texas Lottery or its designee. The Texas Lottery will determine when the Successful Proposer's transition services are not necessary and will provide written notice to the Successful Proposer.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.56.4 Through the conversion period, the Successful Proposer shall provide sufficient experienced personnel, resources and facilities to assure that the system and services called for by the Contract are maintained at a high level of proficiency.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.57 Equipment

The successful Proposer hereby represents and warrants that all equipment provided shall be new, shall be free from defects in materials and workmanship, shall be merchantable and fit for the purpose for which it is intended, and shall meet or exceed the performance standards and specifications required in this Contract. Any equipment, or component thereof, used by the Successful Proposer pursuant hereto that does not conform to the foregoing shall be repaired or replaced by the Successful Proposer without cost to the Texas Lottery in addition to other amounts the Texas Lottery may be entitled to in law or in equity, or as specified in the Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.58 Programs

3.58.1 The Successful Proposer represents and warrants that all systems analysis, systems design and programming prepared or done, or to be prepared or done, by the Successful Proposer, its Subcontractors, or its officers, employees or agents in providing all required goods and services under the Contract has been and shall be prepared or done in a professional manner. All systems analyses, systems design and programs shall be fully documented. All documentation must also include a security risk and analysis. The Successful Proposer further hereby represents and warrants that all programs provided under the Contract shall meet the performance standards required in the Contract and shall correctly and accurately perform their intended functions.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.58.2 The Successful Proposer hereby warrants that all Lottery Gaming System software is maintainable and reusable. The Successful Proposer warrants and represents that all software used by the Successful Proposer in the performance of any and all Contract requirements in the Lottery Gaming System shall be written in languages that can be maintained and supported by the Texas Lottery and/or any third party contractor selected by the Texas Lottery. The Successful Proposer hereby warrants that all Lottery Gaming System software shall be documented. The Successful Proposer hereby warrants that all software developed for the Texas Lottery and all modifications to existing software developed pursuant to this Contract will be delivered in a format including both source code and object code, such that such software can be readily modified, compiled, and maintained by the Texas Lottery and/or a third party contractor selected by the Texas Lottery; provided however, that delivery of the source code format, to the extent such software does not constitute Works, will be only into escrow pursuant to Section 3.58.4, and subject to the terms and conditions of the Source Code Escrow Agreement contemplated by said Section 3.58.5.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.58.3 Programming languages, tools, and methodologies used by the Successful Proposer in performance of Contract obligations must be approved as supportable by the Texas Lottery prior to their use by the Successful Proposer. The Successful Proposer shall support all Lottery Gaming System software for the term of the Contract and any extension thereof. If the programming support software is not available in the open normal data processing market, then the Successful Proposer shall be required to supply to persons designated by the Texas Lottery all compilers and all normal programming support software, which is available to the Successful Proposer's software staff, as well as appropriate and necessary training.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.58.4 The Successful Proposer shall deliver copies of all Works to the Texas Lottery promptly after they are completed. If the Works include computer software, the Successful Proposer shall deliver copies of source code as well as object code of such software, and entity relationship diagrams, in addition to technical documentation sufficient for an average programmer to understand, modify, compile and execute the software. The Successful Proposer shall clearly label the media containing any Works to identify the Works contained in the media.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.58.5 The Successful Proposer shall enter into a source code escrow agreement with the Texas Lottery and designate an escrow agent acceptable to the Texas Lottery for the source code and system and/or technical documentation for those portions of the software that do not constitute Works (the "Source Code Escrow Agreement"). The Successful Proposer shall be responsible for all charges associated with the escrow of the source code. The Successful Proposer shall continuously maintain and perform all of the respective obligations of the Source Code Escrow Agreement in accordance with the terms of the Source Code Escrow Agreement. At a minimum, the Source Code Escrow Agreement shall provide for release of the source code to the Texas Lottery in the event of termination for cause of this Contract under Section 3.17. The Source Code Escrow Agreement shall not permit the Successful Proposer to give contrary instructions to the escrow agent in the event that the Texas Lottery sends the agent a certified letter indicating that a release condition has occurred. The Texas Lottery shall have full rights of inspection during the term of the Source Code Escrow Agreement. By executing the Contract, the Successful Proposer grants the Texas Lottery a non-exclusive, worldwide, perpetual, irrevocable, and royalty-free right and license to use, have used, modify, have modified, compile, have

compiled, execute, have executed, display, have displayed and operate and have operated the source code for the software necessary to operate the Lottery; it being understood, however, that the Texas Lottery shall only exercise its rights under this license with respect to the source code released from the source code escrow pursuant to the terms and conditions of the escrow agreement. In such event, the Texas Lottery may allow access to the source code by third party contractors, but only if the Texas Lottery enters into a non-disclosure agreement with such third party requiring the third party to maintain the source code in confidence, not to use the source code for any other purpose other than to support the Texas Lottery, and naming the Successful Proposer as a third party beneficiary of such non-disclosure agreement. The Texas Lottery and the Successful Proposer intent that the Texas Lottery shall have all rights afforded to licensees under section 365(n) of the U.S. Bankruptcy Code (and any successor thereto) in connection with any bankruptcy of the Successful Proposer.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.59 Lottery Purchase Option

In the event that the Texas Lottery exercises its option to purchase the Lottery Gaming System equipment pursuant to section 3.212(b) of this RFP or any resulting Contract, the Texas Lottery shall have an irrevocable, perpetual, worldwide, royalty-free right and exclusive license to use third party software or software developed by the Successful Proposer and received by the Texas Lottery from the Successful Proposer under the Contract in order to operate in Texas any equipment provided under the Contract by the Successful Proposer.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60 Sanctions and Remedies Schedule

3.60.1 General. Section 2261.101 of the Texas Government Code requires that all state contracts contain a remedies schedule, a graduated sanctions schedule, or both. Pursuant to that statutory provision, sanctions and remedies will apply for the incidents specified in this section. The sanctions and remedies will be referred to as "sanctions."

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.2 Assessment of Sanctions. Once the Texas Lottery has determined that sanctions are to be assessed, the Executive Director or Executive Director's designee may notify the Successful Proposer of the assessment(s). Failure or delay in notifying does not impact the Texas Lottery's assessment of sanctions and providing notice is not a condition

precedent thereto. The Texas Lottery will withhold sanctions from payments to the Successful Proposer, or, if not payments are to be made, the Texas Lottery will make demand of payment of sanctions. The Successful Proposer must make payment within ten (10) Days of the Texas Lottery's demand. In the event the Successful Proposer fails to pay within the ten (10) Day period, the Texas Lottery may make a claim for payment against the performance bond under Section 3.36, with or without notice to the Successful Proposer.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.60.3 Failure to Assess Sanctions. The failure of the Texas Lottery to assess sanctions in any instance where the Texas Lottery is entitled to sanctions pursuant to the terms of this RFP and/or the Contract shall not constitute waiver in any fashion of the Texas Lottery's rights to assess sanctions.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.60.4 Severability of Individual Sanctions Clause. If any portion of this sanctions schedule is determined to be unenforceable, the other portions of this schedule shall remain in full force and effect.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.60.5 Sanction Schedule. For the purpose of the sanctions schedule, the following definitions apply:

- Section – references the applicable provision(s) of the RFP. The section references are not exclusive.
- Description – detailed description of the sanction.
- Amount – sanction assessment amount and frequency.
- Trigger Examples – how the sanction may be applied. The trigger examples are not exclusive. Measure – basic for the sanction assessment.
- Performance Target – the Contract requirement.
- Formula – shows how the sanction will be calculated.
- Maximum Sanction – the maximum sanction amount, if any, per incident.
- Exceptions – identifies any exceptions to the sanction.
- Measure Interval – identifies the interval for assessment of a sanction.
- Reporting Period – identifies the reporting frequency for the sanction. For sanctions with a Reporting Period requirement, the Successful Proposer must submit written



reports based on the use of the term "none" only means there is no reporting requirement for the applicable sanction.

- Measurement Basis – the basis for measuring the start and end of an incident.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.6 Failure to Permit an Audit or Examination

Section	Description	Amount		
Multiple	The failure of the Successful Proposer to permit financial or operational audits or examinations, to produce requested records, to provide information, or to provide a timely answer for an audit as required in sections 3.30, 3.31 and elsewhere in the RFP, may result in the Successful Proposer being assessed sanctions for each Day the audit/examination is not permitted, the records are not produced, information is not provided and/or the answer is not provided.	\$5,000 per Day or any part of a Day		
Trigger Examples		Measure	Performance Target	
Request by Auditor or Texas Lottery		Elapsed Time	100% Responsiveness to Auditor's Request	
Formula			Maximum Sanction	Exceptions
Responsiveness Days Past Due = Compliance Date – Request Date Total Sanction = Number of Days Past Due x Daily Sanction			None	None
Measure Interval	Reporting Period	Measurement Basis		
Per Incident	None	Auditor's Dated Request		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.7 Failure to Produce Accurate Records or Provide Accurate Information			
Section	Description	Amount	
Multiple	The failure of the Successful Proposer to produce accurate records or information may result in the Successful Proposer being assessed sanctions for each Day that accurate information is not provided.	\$5,000 per Day or any part of a Day	
Trigger Examples		Measure	Performance Target
Notification by Texas Lottery		Accuracy	100% Accuracy of Records and Information
Formula		Maximum Sanction	Exceptions
<u>Accuracy</u> <u>Total Sanction = (Date Accurate Records/Information Provided – Date of Notification of Inaccuracies) x Daily Sanction</u>		None	None
Measure Interval	Reporting Period	Measurement Basis	
Per Incident	None	Lottery's Dated Request	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.8 Failure to Produce Timely Records and/or Information

Section	Description	Amount		
Multiple	The failure of the Successful Proposer to provide timely records and/or information may result in the Successful Proposer being assessed sanctions for each Day that the records and/or information are not provided after the requested due date.	\$5,000 per Day or any part of a Day		
Trigger Examples		Measure	Performance Target	
Notification by Texas Lottery		Elapsed Time	100% Responsive to Texas Lottery	
Formula			Maximum Sanction	Exceptions
<u>Responsiveness</u> Days Past Due = Compliance Date – Notification Date Total Sanction = Number of Days Past Due x Daily Sanction			None	None
Measure Interval	Reporting Period	Measurement Basis		
Per Incident	None	Lottery's Dated Request		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.9 Failure to Disclose Litigation			
Section	Description	Amount	
Multiple	The failure of the Successful Proposer to disclose any material civil or criminal litigation or indictment either threatened or pending as part of a monthly report as required in Section 3.43 may result in the Successful Proposer being assessed sanctions.	\$1,000 per incident	
Trigger Examples		Measure	Performance Target
Failure to Timely Disclose Litigation/Indictment		Complete and Accurate Report	100% of all Litigation Declared in Monthly Litigation Reports
Formula		Maximum Sanction	Exceptions
Total Sanction = Inaccurate Monthly Reports x Sanction Amount		None	None
Measure Interval	Reporting Period	Measurement Basis	
Per Incident	Monthly	Receipt of Monthly Litigation Report	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.10 Failure to Obtain Prior Written Approval Before Issuing News Release

Section	Description	Amount		
Multiple	The failure of the Successful Proposer to receive prior written approval from the Texas Lottery before issuing any news releases or publishing information to the public related to the Texas Lottery, as required in Section 3.48 may result in the Successful Proposer being assessed sanctions.	\$100,000 per incident		
Trigger Examples		Measure	Performance Target	
News Release Published Without Approval		# of Unapproved News Releases	100% of Releases are Texas Lottery Approved	
Formula			Maximum Sanction	Exceptions
Total Sanction = Unapproved News Release x Sanction Amount			None	None
Measure Interval	Reporting Period	Measurement Basis		
Per Incident	None	News Releases, Written Approvals of News Releases		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.11 Failure to Notify the Texas Lottery of Changes of Lobbyist, Consultant and/or Advisor Information

Section	Description	Amount
Multiple	The failure of the Successful Proposer to inform the Texas Lottery of any change of lobbyist, consultant or advisor information as required under Section 3.51 may result in the Successful Proposer being assessed sanctions.	\$10,000 per incident
Trigger Examples	Measure	Performance Target
Annual Review of Texas Ethics Commission Records	# of Incidents Where Lobbyist, Consultant and/or Advisor Changes were not Disclosed	100% Full Disclosure of Lobbyist, Consultant and/or Advisor Information
Formula		Maximum Sanction
Total Sanction = Non-Disclosure of Lobbyist, Consultant and/or Advisor Changes c Sanction Amount		None
Measure Interval	Reporting Period	Measurement Basis
Yearly	None	Texas Ethics Commission Records, Successful Proposer Employee Records
		Exceptions
		None

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

**3.60.12 Failure to Comply with Non-Disclosure Terms**

Section	Description	Amount		
Multiple	The failure of the Successful Proposer, its agents and/or employees to comply with the terms of the Non-Disclosure Statement required under Section 2.4 may result in the Successful Proposer being assessed sanctions.	\$5,000 per Incident		
Trigger Examples		Measure	Performance Target	
Discovery of Unauthorized Disclosure		# of Unauthorized Disclosures	100% Compliance with Non-Disclosure Statement	
Formula			Maximum Sanction	Exceptions
Total Sanction = Detected Disclosure x Sanction Amount			None	None
Measure Interval	Reporting Period	Measurement Basis		
Per Incident	None	Media, RFP, Presentations, Other Lottery Related Documents		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.13 Unauthorized Purchase of Texas Lottery Tickets

Section	Description	Amount
Multiple	Any failure of the Successful Proposer to comply with the prohibition set forth in Section 3.55 against the purchase or claiming of a prize in any Texas Lottery game by any member, officer or employee of the Successful Proposer, or that member's, officer's or employee's spouse, child, brother, sister or parent who resides in the same household in the principal place of residence of such member, officer or employee may result in the Successful Proposer being assessed sanctions.	\$5,000 per Incident
Trigger Examples	Measure	Performance Target
System Logs Attempt of Successful Proposer Personnel to Claim Winnings at Claim Center	Successful Proposer Employees and/or their Family Members Attempting to Claim Lottery Winnings	100% Compliance with Tex. Gov't Code Section 466.254
Formula	Maximum Sanction	Exceptions
Total Sanction = Detected Violation x Sanction Amount	None	None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Claim Center Database including Successful Proposer Employees' Information

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.14 Failure to Report Significant Incidents and Anomalies

Section	Description	Amount
Multiple	The failure of the Successful Proposer immediately to report, as set forth in Section 3.72, all significant incidents and anomalies to the Executive Director or designee may result in the Successful Proposer being assessed sanctions.	\$1,000 per Occurrence per Day or Part of a Day
Trigger Examples	Measure	Performance Target
Lottery Gaming System Incidents, Retailer Terminal Incidents, Terminal Availability Monitoring, Terminal Performance Monitoring (Transaction & Throughput)	Notification	100% Immediate Notification of all Incidents and Anomalies
Formula	Maximum Sanction	Exceptions
Total Sanction = Days (or Part of Days) Past Due x Daily Sanction	None	None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Retailer Terminal Incident Report, Timestamps from Availability / Performance Monitoring Software, Call Center Log, Incident Management System

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.15 Failure to Timely Notify the Texas Lottery of a Change in Financial Condition, Change in Key Management, or Change of Ownership

Section	Description	Amount
Multiple	If the Successful Proposer fails to notify timely the Texas Lottery of a change in financial condition as described in section 4.7.2 and elsewhere in this RFP, or change of ownership or control, or change in Key Management as described in section 3.12.2 and elsewhere in the RFP, the Successful Proposer may be assessed sanctions.	\$1,000 per Day or part of a Day
Trigger Examples	Measure	Performance Target
Failure to Provide Timely Notice	# of Days Late on Reporting Changes in Financial Condition, Key Management Changes, or Ownership Changes	100% Timely Notice of Key Financial, Key Management, and Key Ownership Data
Formula		Maximum Sanction
Total Sanction = Number of Days Late x Sanction Per Day		None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Financial and Management Reports
		Exceptions
		None

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.16 Failure to Provide Information and/or Cooperate Fully with Contract Compliance Review

Section	Description	Amount		
6.5 Compliance Review	The failure of the Successful Proposer to provide information and/or to cooperate fully with any Contract compliance review may result in the Successful Proposer being assessed sanctions.	\$1,000 per Day or any part of a Day		
Trigger Examples		Measure	Performance Target	
Notification by Texas Lottery		Elapsed Time	100% Cooperation with Contract Compliance Reviews	
Formula			Maximum Sanction	Exceptions
Days Past Due = Compliance Date – Request Date Total Sanction = Number of Days Past Due x Daily Sanction			None	None
Measure Interval	Reporting Period	Measurement Basis		
Per Incident	None	Notification from Auditors/Compliance Reviewers of Responsiveness		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.17 Failure to Correct Audit and/or Compliance Finding

Section	Description	Amount
6.5 Compliance Review	The failure of the Successful Proposer to take prompt corrective action in response to any Lottery audit finding may result in the Successful Proposer being assessed sanctions.	\$5,000 per incident plus an additional \$5,000 per week, or portion thereof, until the problem noted in the audit/compliance finding is corrected.
Trigger Examples	Measure	Performance Target
Incomplete Resolutions to Audit or Compliance Findings	Incomplete Resolutions to Audit or Compliance Findings	100% Prompt Resolution to Audit or Compliance Findings
Formula	Maximum Sanction	Exceptions
Number of Days of Delayed Resolution = Resolution Date – Resolution Due Date Total Sanction = [(# of Incidences of Delayed Resolution) x \$5,000] + [(Number of Days of Delayed Resolution / 7) x \$5,000]	None	Texas Lottery Written Approval
Measure Interval	Reporting Period	Measurement Basis
Per Audit/Compliance Review	None	Audit/Compliance Review Findings & Resolution Tracking

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.18 Failure to Receive Texas Lottery Written Approval at Least Twenty-Four (24) Hours in Advance for Visitors to the Central Distribution Warehouse

Section	Description	Amount
6.6 – Facilities Support Services	The failure of the Successful Proposer to give written notice to and get written approval from the Texas Lottery at least twenty-four (24) hours prior to access by any visitors to the central distribution warehouse may result in the Successful Proposer being assessed sanctions.	\$1,000 per incident
Trigger Examples	Measure	Performance Target
Reports from Warehouse Employees, Review of Security Camera Footage or Warehouse Sign-in Logs	Unauthorized Warehouse Visits	100% of Warehouse Visitors Approved by the Texas Lottery at Least 24 Hours in Advance of Visit
Formula	Maximum Sanction	Exceptions
Number of Incidents = Visitors Not Approved by the Texas Lottery at Least 24 Hours in Advance Total Sanction = Incidents of Visitors Not Approved x Sanction per Incident	None	None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Warehouse sign-in sheets, Visitor Approval Records

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.19 Failure to Comply with Title 1 TAC 202 Information Security Standards

Section	Description	Amount
6.7 – Business Continuity and Disaster Recovery and 7.8 System Security	The failure of the Successful Proposer to take corrective action in response to any Lottery audit or compliance finding related to Texas Administrative Code ch. 202 – Information Security Standards, in the timeframe listed in the management response and agreed to by the Texas Lottery may result in the Successful Proposer being assessed sanctions.	\$10,000 per incident plus an additional \$10,000 per week, or portion thereof, until the problem noted in the audit/compliance finding is corrected.
Trigger Examples	Measure	Performance Target
Incomplete Resolutions to Audit or Compliance Findings	Incomplete Resolutions to Audit and/or Compliance Findings	100% Resolution to Audit or Compliance Findings within by agreed deadline
Formula	Maximum Sanction	Exceptions
Number of Days of Delayed Resolution = Resolution Date – Resolution Due Date Total Sanction = [(# of Incidences of Delayed Resolution) x \$10,000] = [(Number of Days of Delayed Resolution / 7) x \$10,000]	None	Texas Lottery Written Approval
Measure Interval	Reporting Period	Measurement Basis
Per Audit/Compliance Review	None	Audit/Compliance Review Findings & Resolution Tracking

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.20 Failure to Backup and Restore Data in a Manner and/or Format for Business Processing

Section	Description	Amount
6.7 – Business Continuity and Disaster Recovery	The failure of the Successful Proposer to backup and restore data in a manner and/or format for business processing may result in the Successful Proposer being assessed sanctions.	\$10,000 per incident
Trigger Examples	Measure	Performance Target
Incomplete or Unavailable Data to Restore	Incomplete Data Backups or Restore	100% Data Backup and Restore
Formula	Maximum Sanction	Exceptions
Total Sanction = Incident of Failed Backup and Restore x Sanction per Incident	None	None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Availability of Backup Data

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.21 Failure to Perform Retailer Training

Section	Description	Amount
6.8 – Training	The failure of the Successful Proposer to provide training for a retailer as required in Section 6.8 may result in the Successful Proposer being assessed sanctions.	\$200 per incident and \$100 per Day or part of a Day
Trigger Examples	Measure	Performance Target
Missed Milestones	Elapsed Time	100% of Training Complete on Time
Formula	Maximum Sanction	Exceptions
Number of Days Past Due = Training Date – Required Training Date Total Sanction = Sanction per Incident + [Number of Days Past Due x Sanction Per Day]	None	Texas Lottery Written Approval
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Training Logs and Schedules

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.22 Failure to Perform Retailer Retraining			
Section	Description	Amount	
6.8 – Training	The failure of the Successful Proposer to perform retraining for a retailer within seven (7) Days of written notice from the Texas Lottery may result in the Successful Proposer being assessed sanctions.	\$200 per incident and \$100 per Day or part of a Day	
Trigger Examples		Measure	Performance Target
Missed Milestones		Elapsed Time	100% of Re-Training Complete on Time
Formula		Maximum Sanction	Exceptions
Number of Days Past Due = Training Date – Required Training Date Total Sanction = Sanction per Incident [Number of Days Past Due x Sanction Per Day]		None	Texas Lottery Written Approval
Measure Interval	Reporting Period	Measurement Basis	
Per Incident	Monthly	Training Logs & Schedules	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.23 Failure to Implement New On-Line Games

Section	Description	Amount
7.2.1 – On-Line Game Development	The failure of the Successful Proposer to implement any new On-Line games as scheduled may result in the Successful Proposer being assessed sanctions.	\$250,000 per Day or part of a Day
Trigger Examples	Measure	Performance Target
Missed Deadline for New On-Line Game	Elapsed Time	100% On Time Delivery of New Games
Formula	Maximum Sanction	Exceptions
Number of Days Late = On-Line Game Implementation Date – On-Line Game Due Date Total Sanction = Number of Days Late x Sanction Per Day	None	Texas Lottery Written Approval
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Monitoring of On-Line Game Project Schedule

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.24 Failure to Conduct Intellectual Property Search

Section	Description	Amount
7.12.1 – On-Line Game Development	The failure of the Successful Proposer to conduct, as required by Section 3.28, all appropriate intellectual property searches (e.g., full copyright, trademark or service mark or patent searches) for all proposed Works, to ensure that the proposed Works are protectable by the Texas Lottery and do not infringe the Intellectual Property Rights of any third person or entity may result in the Successful Proposer being assessed sanctions.	\$10,000 per incident

Trigger Examples	Measure	Performance Target
Alleged Infringement	Completion of Intellectual Property Searches	100% of Intellectual Property Searches Completed

Formula	Maximum Sanction	Exceptions
Total Sanction = Number of Incidents x Sanction Per Incident	None	None

Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Infringement Notification

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.25 Failure to Update Jackpot Amount Throughout the Lottery Gaming System

Section	Description	Amount	
7.2.3 – Drawings	The failure of the Successful Proposer to enter the new estimated jackpot(s) into the Lottery Gaming System within four (4) hours after the draw break process has been completed may result in the Successful Proposer being assessed sanctions.	\$10,000 per incident and \$1,000 per hour after the first hour	
Trigger Examples		Measure	Performance Target
Retailer and Player Complaints		Elapsed Time	100% Jackpots Updated On Time
Formula		Maximum Sanction	Exceptions
Sanction Hours = Jackpot Actual Update Time – Completion of Draw – 4 Hours Total Sanction = Incident Sanction + [Sanction Hours x Sanction Per Hour]		None	Texas Lottery Written Approval for high sales Days; for multi-jurisdiction games, any extraordinary events outside of Successful Proposer’s control.
Measure Interval	Reporting Period	Measurement Basis	
Daily	None	Retailer & Player Complaints	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.26 Lottery Gaming System Inability to Cash Winning Tickets at a Retailer Location (All On-Line Games or All Instant Ticket Games)

Section	Description	Amount
7.4 – Claims and Validation	If the Lottery Gaming System will not cash any tickets for all On-Line games or any tickets for all of the available instant games due to a Lottery Gaming System problem, the Successful Proposer may be assessed sanction after the first two (2) minutes such circumstance exists (referred to as “grace time”); provided, however, the Successful Proposer will be allowed a maximum of five (5) two-minute periods of grace time per week. This calculation will be made for all On-Line games affected or when all available instant games are affected.	\$1,000 per minute or part of a minute after two (2) minutes (maximum of five (5) 2 minute grace periods per week)
Trigger Examples	Measure	Performance Target
Retailer Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts, Retailer Hotline	Availability	100% Availability with up to five (5) two-minute grace periods per week
Formula	Maximum Sanction	Exceptions
<p>Calculated based on application availability time stamp in long file or monitoring program</p> <p>Downtime = Application Availability (after Outage) Time Stamp – Application Availability (Before Outage) Time Stamp – Grace Time</p> <p>Total Sanction = Downtime x Sanction per Minute</p>	\$250,000 per Day	Texas Lottery Approved Scheduled Downtime
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Application Availability and Performance Monitoring Logs, Incident Management System

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.27 Lottery Gaming System Inability to Cash Winning Tickets at a Retailer Location (Specific On-Line Game or One More Instant Ticket Games)

Section	Description	Amount
7.4 – Claims and Validation	If the Lottery Gaming System will not cash a ticket for a specific On-Line game or one or more instant game(s) due to a Lottery Gaming System problem, the Successful Proposer may be assessed sanctions. This sanction will be separately calculated and assessed for each On-Line game affected and/or instant game as a whole, but not each instant game affected.	\$5,000 for first four (4) hours; \$10,000 per hour or part of an hour thereafter
Trigger Examples	Measure	Performance Target
Retailer Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts, Retailer Hotline	Availability	100% Availability
Formula	Maximum Sanction	Exceptions
Calculated based on application availability time stamp in log file or monitoring program Downtime = Application Availability (After Outage) Time Stamp – Application Availability (Before Outage) Time Stamp Total Sanction = Downtime x Sanction per Hour	None	Texas Lottery Approved Scheduled Downtime
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Application Availability and Performance Monitoring Logs, Incident Management System

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.28 Lottery Gaming System Inability to Cash Winning Tickets at a Texas Lottery Claim Center

Section	Description	Amount
7.4 – Claims and Validation	If any Texas Lottery claim center is open for business but unable to cash winning tickets and process a claim due to a Lottery Gaming System problem, the Successful Proposer may be assessed sanctions after the first two (2) minutes such circumstance exists (referred to as “grace time”); provided, however, that the Successful Proposer will be allowed a maximum of five (5) two-minute periods of grace time per week.	\$2,000 per minute or part of a minute after two (2) minutes (maximum of five (5) 2 minute grace periods per week)
Trigger Examples		Measure
Claim Center Downtime Notification, Application Availability and Performance Monitoring Alerts		Availability
		Performance Target
		100% Availability with five (5) two-minute grace periods per week
Formula		Maximum Sanction
Calculated based on application availability time stamp in log file or monitoring program		\$100,000 per Day
Downtime = Application Availability (After Outage) Time Stamp – Application Availability (Before Outage) Time Stamp – Grace Time Total Sanction = Downtime x Sanction per Minute		Exceptions
		Texas Lottery Approved Scheduled Downtime
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Application Availability and Performance Monitoring Logs, Incident Management System, Check Printing Log Files

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.29 Inability of the Lottery Gaming System to Conduct Retailer, Licensing, Inventory, Accounting, or Other Management Functions

Section	Description	Amount
7.6.1 – System Configuration and Capacity	If any Lottery Management functions required by Texas Lottery staff to conduct business (as determined by the Texas Lottery in its sole discretion) are unavailable, the Successful Proposer may be assessed sanctions after the first hour such circumstance exists (referred to as “grace time”); provided, however, that the Successful Proposer will be allowed a maximum of one (1) one-hour period of grace time per week.	\$1,000 per hour (after the first hour) and then \$500 per additional hour or part of an hour
Trigger Examples	Measure	Performance Target
Unavailable Instant Ticket Inventories, Retailer Management Functions, Licensing Management, or other Management Function Failures	Availability	100% Availability with one 1 Hour Grace Period Per Week
Formula	Maximum Sanction	Exceptions
Calculated based on application availability time stamp in log file or monitoring program Downtime = Application Availability (After Outage) Time Stamp – Application Availability (Before Outage) Time Stamp – 1 Hour	None	Texas Lottery Approved Schedule Downtime
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Management System Logs, Incident Management System

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.30 Performance Degradation

Section	Description	Amount
7.6.1 – System Configuration and Capacity	<p>The Lottery Gaming System's performance shall not be degraded during the daily operational sales period for more than two (2) cumulative minutes per Day or the Successful Proposer may be assessed sanctions. The Lottery Gaming System shall be deemed to be operating with degraded performance if one or more of the following conditions exist:</p> <ul style="list-style-type: none"> a) 20% or more of single wager tickets are not produced within four (4) seconds of data entry. b) 20% or more of multi-wager tickets are not produced within six (6) seconds of data entry. c) 20% or more of other transactions are not processed within eight (8) seconds. 	\$200 per minute or part of a minute that the Lottery Gaming System functions are degraded after two (2) minute cumulative grace period per Day
Trigger Examples	Measure	Performance Target
Automated Performance Monitoring Alerts	Transactions Speeds	Over 80% of Transactions Processed On Time
Formula	Maximum Sanction	Exceptions
<p>Degraded Transaction = Transaction Complete Time – Transaction Start Time > Transaction Deadline</p> <p>Regular Transaction = Transaction Complete Time – Transaction Start Time <+ Transaction Deadline</p> <p>Sanction Time = Degraded Performance Time End – Degraded Performance Time Begin – 2 Minute Grace Period Per Day</p> <p>Total Sanction = Sanction Time x Sanction Per Minute</p>	None	None
Measure Interval	Reporting Period	Measurement Basis
Per Minute	Daily	Automated Performance Monitoring Software

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.31 Failure to Test Backup Lottery Gaming System

Section	Description	Amount
7.6.1 – System Configuration and Capacity	The failure of the Successful Proposer to test the backup Lottery Gaming System each month may result in the Successful Proposer being assessed sanctions.	\$10,000 per incident
Trigger Examples	Measure	Performance Target
Scheduled Test Date Missed	Completion of Testing of Backup Lottery Gaming System on Schedule	100% On Time Testing of Backup Lottery Gaming System
Formula	Maximum Sanction	Exceptions
Total Sanction = # of Missed Tests of Backup System x Sanction Per Incident	None	None
Measure Interval	Reporting Period	Measurement Basis
Monthly	Monthly	Backup Testing Reports

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.32 Failure of the Lottery Gaming System to Execute Planned On-Line Promotion

Section	Description	Amount
7.6.3 – Sales and Marketing System General Requirements	If the Lottery Gaming System fails to execute a planned On-Line promotion as configured by the Successful Proposer and approved by the Texas Lottery, the Successful Proposer may be assessed sanctions.	\$25,000 per incident and the Successful Proposer must pay any additional costs incurred by the Texas Lottery from the incident (e.g., promotion runs in more areas than intended, resulting in higher prize liability borne by the Texas Lottery for more prizes being won)
Trigger Examples		Measure
Missed Milestones or Improper Execution		Elapsed Time
		Performance Target
		100% Planned Promotions Executed Successfully
Formula		Maximum Sanction
Total Sanction = (Promotion Not Executed According to Plan x Sanction) + Additional Costs Incurred by Texas Lottery		None
		Exceptions
		Texas Lottery Written Approval
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Promotion Go-Live Records

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.33 Failure to Provide Software Fixes and/or Enhancements

Section	Description	Amount
7.7 – Change and Release Management	If the Successful Proposer fails to provide software fixes and/or enhancements to the Lottery Gaming System per an agreed upon schedule, the Successful Proposer may be assessed sanctions.	\$1,000 per Day or part of a Day
Trigger Examples	Measure	Performance Target
Missed Milestones or Deliverables	Elapsed Time	100% On Time Delivery of Software Fixes and/or Enhancements
Formula	Maximum Sanction	Exceptions
Days Late = Date Fix/Enhancement Delivered – Date Fix/Enhancement Due Total Sanction = Days Late x Sanction Per Day	None	None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Schedule of Fixes and/or Enhancements

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.34 Failure to Implement Change or Release Management Without Incident

Section	Description	Amount
7.7 – Change and Release Management	If the Successful Proposer fails to implement any change or release to the Lottery Gaming System as required under Section 7.7 without an incident , the Successful Proposer may be assessed sanctions.	\$25,000 per incident
Trigger Examples		Measure
Incident caused by Change or Release not implemented in accordance with Section 7.7		Incidents
		Performance Target
		100% of Changes and Releases implemented as required in Section 7.7 without incident
Formula		Maximum Sanction
Total Sanction = Change or Release Not Implemented as Required with Incident * Sanction Per Incident		None
		Exceptions
		Texas Lottery Written Approval
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Incidents attributable to a Change or Release

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.35 Failure to Comply with Title 1 TAC 202 Resulting in a Security Incident

Section	Description	Amount		
7.8 – System Security	The failure of the Successful Proposer to comply with Texas Administrative Code Title 1 ch. 202 – Information Security Standards, resulting in a security incident may result in the Successful Proposer being assessed sanctions.	\$100,000 per incident		
Trigger Examples		Measure	Performance Target	
System Errors, Unauthorized Access, Release of Unauthorized Data		Compliance	No Security Incidents	
Formula			Maximum Sanction	Exceptions
Total Sanction = Security Incident x Sanction Per Incident			None	None
Measure Interval	Reporting Period	Measurement Basis		
Per Incident	None	Incidents attributable to Title 1 TAC 202 non-compliance		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.36 Failure to Provide New Reports and/or to Modify Existing Reports

Section	Description	Amount
7.9 – Reporting	If the Successful Proposer fails to provide new reports and/or to modify existing reports within thirty (30) Days of written request by the Texas Lottery, the Successful Proposer may be assessed sanctions.	\$1,000 per Day or part of a Day
Trigger Examples		Measure
Missed Deliverables		Elapsed Time
		Performance Target
		100% On Time Delivery of Reports
Formula		Maximum Sanction
Days Late = Date Report Delivered – Date Report Requested – 30 Days Total Sanction = Days Late x Sanction Per Day		None
		Exceptions
		None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Requested Report List, List of Existing Reports

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.37 Inability of the Internal Control System to Update Lottery Applications

Section	Description	Amount	
7.10 – ICS System and Vendor Requirements	If the Internal Control System fails to update Texas Lottery downstream applications, by the date and time specified in the data exchange report, due to failure of the Lottery Gaming System, the Successful Proposer may be assessed sanctions.	\$1,000 per incident for up to 4 hours; After 4 hours, \$1,000 for each hour or part of an hour	
Trigger Examples		Measure	Performance Target
Automated Alert		On Time Application Updates	100% On Time Updates
Formula		Maximum Sanction	Exceptions
Downtime = Application Updated Time Stamp – Application Update Deadline – 4 Hours Total Sanction = Incident Sanction + (Downtime x Sanction per Hour)		None	This sanction shall not apply to a failure to update that occurs during implementation of a software download, enhancement or other modification, Lottery Gaming System hardware change and/or Lottery Network change for which prior written approval has been obtained from the Texas Lottery.
Measure Interval	Reporting Period	Measurement Basis	
Per Incident	None	System Logs	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.38 Out-of-Balance Condition Between ICS and Lottery Gaming Systems

Section	Description	Amount
7.10 – ICS System and Vendor Requirements	If an out-of-balance condition exists in transactions or amounts between ICS and the Lottery Gaming System during nightly transaction processing and is determined to be the result of the Lottery Gaming System processing, the Successful Proposer may be assessed sanctions.	\$1,000 per incident
Trigger Examples		Measure
Automated Alert		Accuracy
		Performance Target
		100% of Transactions and Amounts Between ICS & Lottery Gaming System Balance
Formula		Maximum Sanction
Sanction amount for each incident when ICS balances do not equal the Successful Proposer balances		None
		Exceptions
		None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	ICS Processing Report

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.39 Failure to Load Debit, Credit, and/or New Retailer Files From the Texas Lottery into the Lottery Gaming System

Section	Description	Amount		
7.10 – ICS System and Vendor Requirements	The Failure of the Successful Proposer to load debit, credit and /or new Retailer files from the Texas Lottery into the Successful Proposer’s Lottery Gaming System within four (4) hours after receipt of the files may result in the Successful Proposer being assessed sanctions.	\$10,000 per incident and \$1,000 per hour after four (4) hours		
Trigger Examples		Measure	Performance Target	
System Errors		Elapsed Time	100% On Time Load of Debit, Credit, and New Retailer Files into Proposer’s Lottery Gaming System	
Formula			Maximum Sanction	Exceptions
Sanction Hours = File Load Time – File Receipt from Texas Lottery – 4 Hours			None	None
Total Sanction = Incident Sanction + (Sanction Hours x Sanction Per Hour)				
Measure Interval	Reporting Period	Measurement Basis		
Daily	None	Retailer Complaints, ICS and Lottery Gaming Software		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.40 Inability of the Lottery Gaming System to Confirm or Activate Instant Ticket Packs (All Retailers)

Section	Description	Amount
7.11 – System Supported Terminal Functions	If all Texas Lottery Retailers are unable to confirm or activate Instant Ticket packs, the Successful Proposer may be assessed sanctions after the first five (5) minutes such circumstance exists (referred to as “grace time”) and for each additional thirty (30) minutes that the issue is not resolved; provided, however, that the Successful Proposer will be allowed a maximum of five (5) five-minute periods of grace time per week.	\$50,000 per incident after five (5) minutes (maximum of 5 grace periods per week) and then \$50,000 for every thirty (30) minutes or every part thereafter
Trigger Examples		Measure
Retailer Complaints, Instant Ticket Warehouse Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts		Availability
		Performance Target
		100% Availability with give (5) five minute grace periods per week
Formula		Maximum Sanction
Calculated based on application availability time stamp in log file or monitoring program		\$250,000 per Day
Downtime = Application Availability (After Outage) Time Stamp – Application Availability (Before Outage) Time Stamp – Grace Time		Exceptions
		Texas Lottery Approved Scheduled Downtime
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Application Availability Monitoring Logs, Incident Management System

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.41 Inability of a Texas Lottery Retailer to Confirm or Activate Instant Ticket Packs (Single Retailer)

Section	Description	Amount
7.11 – System Supported Terminal Functions	If a Texas Lottery Retailer is unable to confirm or activate Instant Ticket packs, the Successful Proposer may be assessed sanctions.	\$1,000 per hour for the first 4 hours after failed attempt to confirm or activate Instant Ticket Packs; \$5,000 per hour or part of an hour thereafter
Trigger Examples	Measure	Performance Target
Retailer Complaints, Warehouse Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts	Availability	100% Availability
Formula	Maximum Sanction	Exceptions
<p>Calculated based on application availability time stamp in log file or monitoring program</p> <p>Downtime = Application Availability (After Outage) Time Stamp – Application Availability (Before Outage) Time Stamp</p> <p>Total Sanction = Downtime x Sanction per Hour</p>	\$50,000 per Day	Texas Lottery Approved Scheduled Downtime
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Application Availability Monitoring Logs, Incident Management System

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.42 Inability of the Lottery Gaming System to Produce Accurate Terminal Reports or Make Terminal Reports Available

Section	Description	Amount		
7.11 – System Supported Terminal Functions	If the Lottery Gaming System fails to produce accurate terminal reports or if terminal reports are unavailable, the Successful Proposer may be assessed sanctions after the first ten (10) minutes such circumstance exists (referred to as “grace time”) and for each additional hour that the issue is not resolved; provided, however, that the Successful Proposer will be allowed a maximum of five (45) ten-minute periods of grace time per week.	\$5,000 per hour after 10 minutes (maximum of 5 grace periods per week) and \$5,000 per hour for each hour or part of an hour thereafter		
Trigger Examples		Measure	Performance Target	
Terminal Reports Not Received, Inaccurate Detected in Reports		Accuracy, Elapsed Time	100% Available and Accurate Reports	
Formula			Maximum Sanction	Exceptions
Unavailable Report Sanction Hours = Time Report Received – Time Report Due – Grace Time			\$50,000 per Day	None
Inaccurate Report Sanction Hours = Time Report Corrected -Time Report Due – Grace Time				
Total Sanction = Unavailable/Inaccurate Report Sanction Ours x Sanction Amount				
Measure Interval	Reporting Period	Measurement Basis		
Per Incident	None	Terminal Reports Log		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.43 Failure to Install, Relocate or Remove Lottery Sales and/or Validation Equipment

Section	Description	Amount
7.12.1 – Installation, Relocation and Removal	The failure of the Successful Proposer to install, relocate, or remove lottery sales and/or validation equipment within three (3) Working Days of notification by the Texas Lottery may result in the Successful Proposer being assessed sanctions.	\$300 per Day or part of a Day per service request
Trigger Examples	Measure	Performance Target
Missed Milestones	Elapsed Time	100% On Time Installation/Move/Removal of Lottery Sales and/or Validation Equipment
Formula	Maximum Sanction	Exceptions
Number of Days Past Due = Installation, Relocation or Removal Date – Expected Install, Relocation or Removal Date Total Sanction = Number of Days Past Due x Sanction Per Day	None	Texas Lottery Written Approval
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Equipment Install Plans

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.44 Failure to Install, Relocate or Remove Lottery Non-Sales and/or Validation Equipment

Section	Description	Amount
7.12.1 – Installation, Relocation and Removal	The failure of the Successful Proposer to install, relocate, or remove lottery non-sales and/or validation equipment within three (3) Working Days of notification by the Texas Lottery may result in the Successful Proposer being assessed sanctions.	\$100 per Day or part of a Day per service request
Trigger Examples	Measure	Performance Target
Missed Milestones	Elapsed Time	100% On Time Installation/Move/Removal of Non-Sales and/or Validation Equipment
Formula	Maximum Sanction	Exceptions
Number of Days Past Due = Installation, Relocation or Removal Date – Expected Install, Relocation or Removal Date Total Sanction = Number of Days Past Due x Sanction Per Day	None	Texas Lottery Written Approval
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Equipment Install Plans

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.45 Failure to Resolve a Lottery Non-Sales and/or Validation Equipment Problem within the Specified Timeframe

Section	Description	Amount
7.12.2 – Installation, Relocation and Removal 8.6 – Marketing Material and Related Equipment	The failure of the Successful Proposer to resolve all Lottery non-sales and/or validation equipment problems and return the equipment to service within three (3) Days of notification may result in the Successful Proposer being assessed sanctions.	\$100 per Day or part of a Day until equipment is returned to service
Trigger Examples	Measure	Performance Target
Retailer Hotline, Automated Alert from Incident Management System	Response Time	100% Response and Resolution to Retailer Service Calls on Time
Formula	Maximum Sanction	Exceptions
Number of Days Past Due = Date/Time of Return to Service – 3 Days (72 hours) Total Sanction = Number of Days Past Due x Sanction Per Day	None	Texas Lottery Written Approval
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Incident Reporting, Retailer Hotline

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.46 Call Center Answer Time			
Section	Description	Amount	
7.13 – Call Center Support	The failure of the Successful Proposer to answer 95% of all calls (answered or abandoned) in forty-five (45) seconds or less during any weekly period may result in the Successful Proposer being assessed sanctions. “Weekly” is defined as a seven (7) Day period beginning at 12 a.m. on Sunday and ending at 11:59 p.m. on Saturday. Weekly periods will be considered an independent event; “rolling” weekly periods will not be utilized.	\$50.00 per call	
Trigger Examples		Measure	Performance Target
Review of Texas Lottery Retailer Call Center Reports, Automated Alerts		Answer Time	95% of inbound calls to be answered within forty-five (45) seconds
Formula		Maximum Sanction	Exceptions
Answer Time = Call Answered Time – Time Reached Menu Destination		None	None
Total Sanction = [(#of calls with answer time > 45 seconds) – (5% x # of inbound calls)] x \$50			
Measure Interval	Reporting Period	Measurement Basis	
Weekly	Monthly	Automated Call Center Reporting	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.47 Call Center Busy Signal Time

Section	Description	Amount		
7.13 – Call Center Support	The failure of the Successful Proposer to support 99% of all calls without a busy signal during any weekly period may result in the Successful Proposer being assessed sanctions. “Weekly” is defined as a seven (7) Day period beginning at 12 a.m. on Sunday and ending at 11:59 p.m. on Saturday. Weekly periods will be considered an independent event; “rolling” weekly periods will not be utilized.	\$50.00 per call		
Trigger Examples		Measure	Performance Target	
Review of Texas Lottery Retailer Call Center Reports, Automated Alerts		Calls with Busy Signals	99% of all calls received without a busy signal	
Formula			Maximum Sanction	Exceptions
No Busy Signal Percent = # of Calls Without Busy Signal / Total Number of Calls			None	None
Total Sanction = [(# of calls with busy signal) – (1% x # of inbound calls)] x \$50				
Measure Interval	Reporting Period	Measurement Basis		
Weekly	Monthly	Automated Call Center Reporting, Phone Carrier Service Reporting		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.48 Call Center Abandonment Rate

Section	Description	Amount
7.13 – Call Center Support	The failure of the Successful Proposer to maintain a call abandonment rate less than or equal to 5% during any weekly period may result in the Successful Proposer being assessed sanctions. “Weekly” is defined as a seven (7) Day period beginning at 12 a.m. on Sunday and ending at 11:59 p.m. on Saturday. Weekly periods will be considered an independent event; “rolling” weekly periods will not be utilized.	\$50.00 per call
Trigger Examples	Measure	Performance Target
Review of Texas Lottery Retailer Call Center Reports, Automated Alerts	Abandonment Rate	Call Abandonment Rate not to exceed 5%
Formula	Maximum Sanction	Exceptions
<p>Abandonment Rate = Hang-ups within thirty (30) Seconds of Reaching Menu Destination / Total Calls Received</p> <p>Total Sanction = [(# of calls with hang-ups within 30 seconds of reaching menu destination) – (5% x # of inbound calls)] x \$50</p>	None	None
Measure Interval	Reporting Period	Measurement Basis
Weekly	Monthly	Automated Call Center Reporting

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.49 Call Center Hold Time

Section	Description	Amount	
7.13 – Call Center Support	The failure of the Successful Proposer maintain a maximum hold time that does not exceed two (2) minutes per call may result in the Successful Proposer being assessed sanctions. “Weekly” is defined as a seven (7) Day period beginning at 12 a.m. on Sunday and ending at 11:59 p.m. on Saturday. Weekly periods will be considered an independent event; “rolling” weekly periods will not be utilized.	\$50.00 per call	
Trigger Examples		Measure	Performance Target
Review of Texas Lottery Retailer Call Center Reports, Automated Alerts		Call Hold Time	Maximum hold time not to exceed two (2) minutes per call
Formula		Maximum Sanction	Exceptions
Hold Time = Time Until Live Agent Reached Total Sanction = (# of calls with hold time > 2 minutes) x \$50		None	None
Measure Interval	Reporting Period	Measurement Basis	
Weekly	Monthly	Automated Call Center Reporting	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.51 LSR Visits

Section	Description	Amount		
8.4.1 – Retailer Visit	If the Successful Proposer’s Lottery Sales Representatives fail to visit each Retailer at least once during each two (2) weekly sales cycle, the Successful Proposer may be assessed sanctions.	\$250 per incident		
Trigger Examples		Measure	Performance Target	
Retail Complaints, Exception Reports		ON Time Attendance	100% On Time Attendance at Each Retailer	
Formula			Maximum Sanction	Exceptions
Retailer Sanction Incident = LSR Card Scan Day – Last LSR Card Scan Day – 14 Days			None	Texas Lottery Written Approval
Total Sanction = Retailer Sanction Incident x Sanction Per Incident				
Measure Interval	Reporting Period	Measurement Basis		
Monthly	Monthly	Retailer Visit Report or Log		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.52 Retailer Satisfaction			
Section	Description	Amount	
8.4.1 – Retailer Visit	If the Successful Proposer fails to meet its annual retailer satisfaction target as required in Section 8.4.1 and or as set by the Texas Lottery, the Successful Proposer may be assessed sanctions.	\$100,000 if lower than target	
Trigger Examples		Measure	Performance Target
Retailer Complaints, Exception Reports Retailer Research Survey Results		Customer Satisfaction	100% Meets; or exceeds annual Retailer Satisfaction Target of 90%
Formula		Maximum Sanction	Exceptions
Customer Satisfaction = Avg. Rating of Customer Surveys in a Quarter The Number of Retailers Responding “Good” or “Excellent” to the Retailer Satisfaction Question Divided by the Total Number of Retailers Surveyed If Target Customer Satisfaction – Customer Satisfaction > < 90% - 0 then Total Sanction = \$100,000		None	Texas Lottery Written Approval
Measure Interval	Reporting Period	Measurement Basis	
Quarterly Annually	Quarterly Annually	Retailer Satisfaction Surveys	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.53 Failure to Properly Process or Assign On-Line Ticket Stock

Section	Description	Amount
8.4.1 – Retailer Visit	The failure of the Successful Proposer to properly process or assign On-Line Ticket stock for Retailers may result in the Successful Proposer being assessed sanctions.	\$100 per roll
Trigger Examples	Measure	Performance Target
Retailer Complaints	# of Rolls of Misprocessed On-Line Ticket Stock	100% Properly Processed On-Line Ticket Stock
Formula	Maximum Sanction	Exceptions
Total Sanction = # of Rolls of On-Line Ticket Stock Misprocessed x Sanction Per Roll	None	None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Retailer Inventory

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.54 Improperly Processed Packs of Instant Tickets

Section	Description	Amount	
8.4.2 – LSR Ticket Retrieval, Transfers and Returns	If the Successful Proposer improperly processes packs of Instant Tickets, the Successful Proposer may be assessed sanctions.	\$100 per pack	
Trigger Examples	Measure	Performance Target	
Retailer Hotline, Warehouse Scanning	# of Improperly Packaged, Damaged, or Missing Tickets	100% Properly Processed Packs of Tickets	
Formula		Maximum Sanction	Exceptions
Total Sanction = Improperly Processed Packs x Sanction Per Pack		None	None
Measure Interval	Reporting Period	Measurement Basis	
Per Incident	Monthly	Warehouse Records, Shipping Records, Retailer Hotline	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.55 Failure to Support a Promotional Event

Section	Description	Amount
8.6 – Promotional Events and Retailer Promotions	The failure of the Successful Proposer to support a scheduled promotional event as required under section 8.6 may result in the Successful Proposer being assessed sanctions.	\$5,000 per Day prorated across 10 hour Day
Trigger Examples		Measure
Notification to Texas Lottery of Late or Missing Successful Proposer Staff Assigned to the Event and/or Not Fully Prepared at the Promotional Event		On Time Attendance, Preparation, Equipment Availability & Usability
		Performance Target
		100% support based on Texas Lottery Promotional Event Schedule
Formula		Maximum Sanction
Total Sanction = (CEILING{Number of Hours Late or Equipment Unusable / 10}) x \$5,000		None
		Exceptions
		None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	None	Promotional Event Follow-up Report, Problem Notification from Event Attendees

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.56 Inability to Program the Programmable Signs

Section	Description	Amount	
8.7 – Marketing Materials and Related Equipment	If the Lottery's interface to update programmable sign messaging is unavailable or otherwise not able to be assessed by Texas Lottery staff, the Successful Proposer may be assessed sanctions.	\$1,000 per hour or part of a an hour	
Trigger Examples		Measure	Performance Target
Retailer Complaints, Application Error Reports		Ability to Program Signs	100% Ability to Program Signs
Formula		Maximum Sanction	Exceptions
Number of Hours Downtime = Programmable Sign Interface Available Timestamp – Programmable Sign Interface Unavailable Timestamp Total Sanction = Number of Hours Downtime x Sanction Per Hour		None	None
Measure Interval	Reporting Period	Measurement Basis	
Per Incident	None	Error Messages from Sign Programming Software	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.57 Inability of the Programmable Signs to Communicate

Section	Description	Amount	
8.7 – Marketing Materials and Related Equipment	If the Successful Proposer's interface to update the programmable signs is not functioning, the Successful Proposer may be assessed sanctions.	\$1,000 per hour or part of an hour	
Trigger Examples	Measure	Performance Target	
Retailer Complaints, Application Error Reports	Ability for the Program Signs to Communicate	100% Ability to Update Signs	
Formula		Maximum Sanction	Exceptions
Number of Hours Downtime = Programmable Sign Communication Available Timestamp – Programmable Sign Communication Unavailable Timestamp Total Sanction = Number of Hours Downtime x Sanction Per Hour		None	None
Measure Interval	Reporting Period	Measurement Basis	
Per Incident	None	Error Messages from Sign Communication Software	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.58 Failure to Load Instant Game Files within Specified Timeframe

Section	Description	Amount	
9.2 – New Instant Ticket Delivery and Storage	In the event the Successful Proposer fails to load Instant Ticket game files within three (3) Days of notification by the Texas Lottery, the Successful Proposer may be assessed sanctions.	\$1,000 per Day or part of a Day	
Trigger Examples		Measure	Performance Target
Missed Milestones		Elapsed Time	100% Instant Game Files Loaded on time
Formula		Maximum Sanction	Exceptions
Number of Days Past Due = Actual Load Time – Texas Lottery Request Received Date – 3 Days Total Sanction = Number of Days Past Due x Sanction Per Day		None	None
Measure Interval	Reporting Period	Measurement Basis	
Per Incident	None	Game Load Logs & Date of Texas Lottery Requests	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.59 Instant Ticket Packs Not Delivered to Texas Lottery Retailers

Section	Description	Amount	
9.3 – Instant Ticket Delivery	If any orders for packs of Instant Tickets received for processing at the central distribution warehouse Monday through Thursday are not delivered to the Retailer location within thirty six (36) hours of order receipt, or if any orders for packs of Instant Tickets received for processing by the central distribution warehouse on Friday are not delivered to the Retailer location within seventy two (72) hours of order receipt, the Successful Proposer may be assessed sanctions.	\$100 per pack	
Trigger Examples	Measure	Performance Target	
Carrier Delivery System, Retailer Complaints	# of Undelivered or Late Delivered Ticket Packs at Retailers	100% On-time Delivery of Instant Tickets to Retailers	
Formula		Maximum Sanction	Exceptions
Number of Packs Not Delivered (Monday through Thursday Order Date) = Ticket Order Received Time – Tickets Shipped Time – 36 Number of Packs Not Delivered (Friday Order Date) = Ticket Order Received Time – Tickets Shipped Time – 72 Hours Total Sanction = Sanction Per Pack x Number of Packs Not Delivered		None	None
Measure Interval	Reporting Period	Measurement Basis	
Per Incident	Monthly	Retailer Inventory, Shipping Records, Ticket Status Database/Application	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.60 Instant Ticket Packs not Returned to the Warehouse

Section	Description	Amount
9.3.1 – Warehouse Instant Ticket Return	If the Successful Proposer fails to return Instant Ticket packs within twenty-one (21) days from Retailer pickup, the Successful Proposer may be assessed sanctions.	\$100 per pack
Trigger Examples	Measure	Performance Target
Order Scanning at Warehouse	# of Missing/Late Returned Ticket Packs to Warehouse	100% of Returned Packs Received On Time at Warehouse
Formula	Maximum Sanction	Exceptions
Total Sanction = Number Instant Ticket Packs Not Returned within the Timeframe Specified for Each Pack Status x Sanction Per Pack	None	None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Warehouse Inventory, Shipping Records, Retailer Inventory, Ticket Status Database/Application

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.61 Warehouse Instant Ticket Return Verification

Section	Description	Amount
9.3.1 – Warehouse Instant Ticket Return Verification	If an instant ticket pack is damaged or if any tickets are stolen while tickets are in the Successful Proposer's care or custody, the Successful Proposer may be assessed sanctions.	\$100 per pack
Trigger Examples	Measure	Performance Target
Retailer Call, Order Scanning at Warehouse	# of Damaged or Stolen Tickets and Ticket Packs	100% of Packs/Tickets Not Damaged or Stolen
Formula	Maximum Sanction	Exceptions
<p>Stolen Tickets from Warehouse = Warehouse Expected Inventory – Warehouse Inventory</p> <p>Stolen Tickets from Shipping = Shipping Expected Inventory – Shipping Inventory</p> <p>Total Sanction = Stolen Tickets (Warehouse or Shipping) x Sanction Per Pack</p> <p>Total Sanction = Damaged Tickets x Sanction Per Pack</p>	None	None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Warehouse Inventory, Shipping Records, Ticket Status Database Application

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.62 Failure to Timely Provide Accurate Annual Instant Ticket Inventory Report

Section	Description	Amount
9.7 – Warehouse and Logistics Distribution General Requirements	The failure of the Successful Proposer to timely file, within two (2) Working Days of the Texas Lottery's August 31 st fiscal year end, an accurate annual instant ticket inventory report, including the status of all inventory by game and by pack, may result in the Successful Proposer being assessed sanctions for each Day that the report is not timely filed or accurate.	\$1,000 per Day or part of Day
Trigger Examples	Measure	Performance Target
Annual Inventory Reports Not Received, Inaccuracies Detected in Annual Inventory Report	Accuracy, Elapsed Time	100% Accurate & On Time Instant Ticket Inventory Report
Formula	Maximum Sanction	Exceptions
<p>Timeliness</p> <p>Days Past Due = Date Accurate Reports Filed – August 31st - 2 Working Days</p> <p>Total Sanction = Days Past Due x Daily Sanction</p> <p>Accuracy</p> <p>Total Sanction = Date Accurate Reports Filed – Date of Notification of Inaccuracies x Daily Sanction</p>	None	None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Annually	Annual Inventory Report received by Texas Lottery and time stamped (physical) or Receive Date and Time (Texas Lottery Email)

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.63 Failure to Cooperate Fully and in Good Faith in the Conversion to any New System

Section	Description	Amount
10.6 – Conversion Plan	The failure of the Successful Proposer to cooperate fully, and in good faith, to assist to the extent reasonable and practical in the conversion to any new system (including, but not limited to, providing access to the telecommunications network as required, continuing Contract services at a consistently high level without interruption during the turnover period, sharing of liability files, cross-validation of winning tickets, providing critical documentation such as instant ticket inventories, terminal inventories, system specifications, data files, job control language, program designs, procedures and all other elements required to install and operate the games and/or to perform the services required of the successor) may result in the Successful Proposer being assessed sanction for each week, and pro rata for each Day of the week, that the Successful Proposer fails to perform the services and provide the resources required by this Contract.	\$500,000 per Week and pro rata per Day
Trigger Examples		Measure
Missed Conversion Milestones or Deliverables		Elapsed Time
		Performance Target
		100% Cooperation and Participation in Conversion Schedule
Formula		Maximum Sanction
Total Sanction = ((Date Issue Resolved – Date of Notification) / 7) x Sanction per Week		None
		Exceptions
		Approval Changes to Texas Lottery Approved Conversion Schedule
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Weekly During Conversion to New System	Adherence to Conversion Schedule and Deliverables

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.60.64 Failure to Provide a Detailed Conversion Plan within 45 Days of Contract Execution

Section	Description	Amount	
10.1 – Conversion Plan	The failure of the Successful Proposer to provide a detailed Conversion Plan within 90 45 days of Contract execution may result in the Successful Proposer being assessed sanctions for each Day that the detailed conversion plan is not provided.	\$1,000 per Day or part of a Day	
Trigger Examples		Measure	Performance Target
Missed Deliverables		Elapsed Time	On-time submission of detailed Conversion Plan
Formula		Maximum Sanction	Exceptions
Number of Days Overdue = Task Completion Day		None	None
Total Sanction = Number of Days Overdue x Sanction per Day			
Measure Interval	Reporting Period	Measurement Basis	
Per Day	None	Receipt of Detailed Conversion Plan	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.60.65 Failure to Deliver According to the Final Approved Detailed Conversion Plan

Section	Description	Amount
10.1 – Conversion Plan	The failure of the Successful Proposer to deliver according to the final approved Detailed Conversion Plan may result in the Successful Proposer being assessed sanctions for each Day that the detailed conversion plan is not completed.	\$10,000 per Day or part of a Day
Trigger Examples	Measure	Performance Target
Missed Milestones or Deliverables	Completion % According to Conversion Plan Schedule	100% On Time Delivery
Formula	Maximum Sanction	Exceptions
Number of Days Overdue – Task Completion Day – Project Milestones Total Sanction = Number of Days Overdue x Sanction per Day	None	Written Approval by Texas Lottery, Delay Directly Caused by the Texas Lottery
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Weekly During Conversion to New System	Project Management System

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.61 Liquidated Damages

3.61.1 Liquidated Damages Schedule. For the purpose of the liquidated damages schedule, the following definitions apply:

- Section – references the applicable provision(s) of the RFP. The section references are not exclusive.
- Description – detailed description of the liquidated damage.
- Amount – liquidated damage assessment amount and frequency.
- Trigger Examples – how the liquidated damage assessment may be applied. The trigger examples are not exclusive.
- Measure – basis for the liquidated damage assessment.
- Performance Target – the Contract requirement.
- Formula – shows how the liquidated damage will be calculated.
- Maximum Liquidated Damage – the maximum liquidated damage amount, if any, per incident.
- Exceptions – identifies any exceptions to the liquidated damage assessment.
- Measure Interval – identifies the interval for assessment of liquidated damages.
- Reporting Period – identifies the reporting frequency for the liquidated damage assessment. For liquidated damages with a Reporting Period requirement, the Successful Proposer must submit written reports based on the required frequency even if there were no noted incidents during the reporting period. The use of the term 'none' means there is no reporting requirement for the applicable liquidated damage assessment.
- Measurement Basis – the basis for measuring the start and end of an incident.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.61.2 General. It is agreed by the Texas Lottery and the Successful Proposer that:

- a) If the Successful Proposer does not provide or perform the requirements referred to or listed in this RFP or fulfill the obligations of the Contract, damage to the Texas Lottery will result;
- b) Establishing the precise measure of damages in the event of default by the Successful Proposer may be (i) costly, (ii) time consuming, or (iii) difficult or impossible to calculate;
- c) The liquidated damage assessments contained herein represent a good faith effort to quantify the damages that could reasonably be anticipated at the time of execution of the Contract;
- d) The damages set forth herein are just and reasonable;
- e) Nothing contained in this section shall be construed as relieving the Successful Proposer from performing all Contract requirements whether or not said requirements are set forth herein, and
- f) The Texas Lottery may, therefore, in its sole discretion, deduct damages from the compensation otherwise due to the Successful Proposer.



All assessments of damages shall be within the sole discretion of the Texas Lottery.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.61.3 Liquidated Damages Assessment. Once the Texas Lottery has determined that liquidated damages are to be assessed, the Executive Directory or Executive Director's designee shall notify the Successful Proposer of the assessment(s). Failure to notify does not impact the Texas Lottery's assessment of damage and is not a condition precedent thereto. The Texas Lottery will withhold liquidated damages from payments to the Successful Proposer, or, if no payments have been made, the Texas Lottery will make demand of payment of liquidated damages. The Successfully Proposer must make payment within the (10) Days of the Texas Lottery's demand. In the event the Successful Proposer fails to pay within the 10 (1) Day period, the Texas Lottery may then make a claim for payment against the performance bond, with or without notice to the Successful Proposer.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.61.4 Severability of Individual Liquidated Damages Clauses. If any portion of this liquidated damages provision is determined to be unenforceable, the other portions of this provision shall remain in full force and effect.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.61.5 On-Line Game Unavailability

Section	Description	Amount		
7.6.1 – System Configuration and Capacity	If any On-Line Game is unavailable for sales due to a Lottery Gaming System problem, liquidated damages may be assessed. The first two (2) minutes of down time for sales will be grace time, up to a maximum of ten (10) minutes of grace time per week. Forty percent (40%) of the previous fourteen (14) Days average per minute sales for the same affected game, for the same time of Day corresponding to the period the game is unavailable, will be multiplied by the number of minutes of down time to compute liquidated damages. If the down time is within ten (10) hours of that game’s drawing, a sixty percent (60%) factor will be used in lieu of forty percent (40%). This calculation will be made for each affected On-Line Game.	40% of an average “per minute” sales Day 60% of an average “per minute” sales Day within 10 hours of drawing Grace Time of 2 minutes; maximum of 5 grace periods per week		
Trigger Examples		Measure	Performance Target	
Retailer Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts, Retailer Terminal Hotline		On-Line Gaming System Availability	100% Availability of On-Line Games	
Formula			Maximum Sanction	Exceptions
Downtime for First 5 Instances Per Week = Application Availability (After Outage) Time Stamp – Application Availability (Before Outage) Time Stamp – 2 Minutes Downtime After First 5 Instances = Application Availability (After Outage) Time Stamp – Application Availability (Before Outage) Time Stamp Total Damages = Downtime x Damages			\$250,000 per Day	None
Measure Interval	Reporting Period	Measurement Basis		
Per Incident	Monthly	Availability and Performance Monitoring Log Files for Application		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.61.6 Inability of the Texas Lottery Retailer Terminals to Communicate with the Lottery Gaming System

Section	Description	Amount
7.6.1 – System Configuration and Capacity	If Texas Lottery Retailer terminals are unable to communicate with the Lottery Gaming System due to a problem with the Successful Proposer's hardware, software, communications network, or the Lottery Gaming System is down, liquidated damages may be assessed. The first two (2) minutes of down time for sales will be a grace period, up to a maximum of ten (10) minutes of grace time per week. Forty percent (40%) of the previous fourteen (14) Days average per minute sales for the same affected game, for the same time of Day corresponding to the period the game is unavailable, will be multiplied by the number of minutes of down time to compute liquidated damages. If the down time is within ten (10) hours of that game's drawing, a sixty percent (60%) factor will be used in lieu of forty percent (40%). This calculation will be made for each affected On-Line Game.	40% of an average "per minute" sales Day
7.14 Communications Network		60% of an average "per minute" sales Day within 10 hours of drawing Grace Time of 2 minutes; maximum of 5 grace periods per week
Trigger Examples	Measure	Performance Target
Retailer Complaints, Downtime Notification, Application Availability and Performance Monitoring Alerts, Retailer Terminal Hotline	Connectivity to On-Line Gaming System	100% Availability of Lottery Gaming System
Formula	Maximum Sanction	Exceptions
Downtime for First 5 Instances = Application Availability (After Outage) Time Stamp – Application Availability (Before Outage) Time Stamp – 2 Minutes Downtime After First 5 Instances = Application Availability (After Outage) Time Stamp – Application Availability (Before Outage) Time Stamp Total Damages = Downtime x Damages	\$250,000 per Day	None
Measure Interval	Reporting Period	Measurement Basis
Per Incident	Monthly	Availability and Performance Monitoring Long Files for Applications and Communications Network

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.61.7 Failure to Resolve Terminal and Related Sales Equipment Problems

Section	Description	Amount	
7.12.2 – Maintenance and Repair	If the Successful Proposer fails to respond to Retailer calls for terminal maintenance and correct terminal problems that affect the ability to sell or validate tickets (including, but not limited to, inadequate On-Line Ticket stock, printer out of ink, terminal down time, service degradation, and communication problems), and return the equipment to service within four (4) hours of the time of the service call, liquidated damages may be assessed against the Successful Proposer equal to thirty-one percent (31%) of the average sales for the affected Terminal per Day calculated over the last to (10) Days. Failure to resolve the problem within eight (8) hours of the time of the service call may result in the Successful Proposer being assessed liquidated damages equal to sixty two percent (62%) of the average sales for the affected Terminal per Day calculated over the last ten (10) Days.	Outage from 4-8 Hours: 31% of (Avg. Daily Sales for Terminal in Last 10 Days) Outage Exceeding 8 Hours: 62% of (Avg. Daily Sales for Terminal in Last 10 Days)	
Trigger Examples		Measure	Performance Target
Self Reporting Terminals tied to Successful Proposer's Incident Management System, Call from Retailer		Ability of Sales Terminals to Product and Validate Tickets	100% Resolution within four (4) hours
Formula		Maximum Sanction	Exceptions
Outage Hours = Time Stamp when the device is functional again – Time Stamp when the device stopped working <u>Outage Time is 4-8 Hours:</u> Damages = [31% x (Avg. Daily Sales for Terminal During Last 10 days)] x (Outage Hours – 4 Hours Grace Period) <u>Outage Time is Greater Than 8 Hours:</u> Damages = [62% x (Avg. Daily Sales for Terminal During Last 10 Days)] x (Outage Hours – 4 Hour Grace period)		None	None
Measure Interval	Reporting Period	Measurement Basis	
Per Incident	Monthly	Terminal Downtime Report, Terminal and Network Monitoring Logs, Incident Management System	

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.61.8 Unassigned Packs of Instant Tickets Missing from the Warehouse

Section	Description	Amount
9.3 – Instant Ticket Delivery	The Successful Proposer may be assessed liquidated damages for unassigned Instant Tickets missing from the warehouse.	Pace value of each pack
Trigger Examples	Measure	Performance Target
Order Scanning at Warehouse, Attempted Ticket Validation	# of Missing Unassigned Instant Tickets Packs at Warehouse	100% of Unassigned Ticket Packs in Warehouse
Formula		Maximum Sanction
Total Damages = Unassigned Tickets Missing from the Warehouse x Damages		None
Measure Interval	Reporting Period	Exceptions
Per Incident	Monthly	None
Measurement Basis		
Warehouse Inventory, Ticket Status Database / Application		

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



3.62 Dispute Resolution

The dispute resolution process provided for in Texas Government Code Chapter 2260 and 16 Texas Administrative Code Ch. 403 must be used by the Successful Proposer to attempt to resolve any disputes brought by the Successful Proposer arising under this Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.63 Certifications

3.63.1 Pursuant to Texas Government Code Ann. § 466.103, the Executive Director may not award a contract for the purchase or lease of facilities, goods or services related to lottery operations to a person who would be denied a license as a sales agent under Texas Government Code Ann. § 466.155. All Proposers must read and be familiar with Texas Government Code Ann. §466.155, attached hereto as Attachment D. All Proposals shall include a completed Background Information Certification Form, attached hereto as Attachment D-1, which certifies that the Proposer has reviewed Texas Government Code Ann. §466.155 and neither the Proposer nor any of the following persons would be denied a license as a sales agent pursuant to said section: (a) Proposer's officers, directors, investors, owners, partners and other principals, as more particularly described in Texas Government Code § 466.155 (collectively, Proposer Principals); or (b) any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of the Proposer or any of the Proposer Principals.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.63.2 Under § 231.006 of the Texas Family Code, the Proposer certifies that the individual or business entity named in the Proposal or Contract is not ineligible to receive the specified grant, loan or payment and acknowledges that any Contract resulting from this RFP may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Proposer subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the Proposal. This information must be provided prior to Contract Award.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



- 3.63.3 Under Section 2261.053 of the Texas Government Code, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. In submitting a Proposal under this RFP, the Proposer certifies as follows: "Under Section 2261.05 of the Texas Government Code, the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.63.4 The Proposer certifies that: (a) the Proposer has not given, offered to give, not intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity special discount, trip, favor, or service to a public servant in connection with the submitted Proposal; and (b) neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, nor anyone acting for such firm, corporations, partnership, or institution has violated the antitrust laws of the State of Texas (Tex. Bus. & Comm. Code Sec. 15.01, et seq.), or the antitrust laws of the United States (15 U.S.C.A. Section 1, et seq.), nor communicated directly or indirectly the submitted Proposal to any competitor or any other person engaged in such line of business.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.64.5 The Proposer certifies that it is in compliance with Texas Government Code Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a state agency. If Section 669.003 applies, the Proposer will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive
Name of State Agency
Date of Separation from State Agency
Position with Proposer
Date of Employment with Proposer



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.63.6 By signing this Proposal, the Proposer certifies that if a Texas address is shown as the address of the Proposer, the Proposer qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.63.7 The Texas Lottery is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.63.8 Pursuant to Section 2155.004 of the Texas Government Code, the Proposer has not received compensation from the Texas Lottery for participating in the preparation of the specifications for this RFP and certifies as follows: "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.64 References

Any bidder or Proposer entitled to a preference(s) under Texas law shall claim the preference(s) in its Proposal.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.65 Deceptive Trade Practices; Unfair Business Practices

The Successful Proposer represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Successful Proposer has not been found to be liable for such practices in such proceedings. The Successful Proposer certifies that it has not officers who have served as officers of other entities that have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.66 Immigration

The Successful Proposer represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 and the Illegal Immigrant Reform and Immigrant Responsibility Act of 1996 regarding employment of any individual who will perform labor or services under any Contract entered into as a result of this RFP. ~~Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institutions of Higher Education Purchases Only).~~

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.67 Added Below

3.67 Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institutions of Higher Education Purchases Only).



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.67.1 Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.67.2 The Successful Proposer shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Proposer not listed with the Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.68 False Statements; Breach of Representations

By submitting a Proposal, the Proposer makes all the representations, warranties, guarantees, certifications and affirmations included in its Proposal. If a Proposer signed its Proposal with a false statement or is selected as the Apparent Successful Proposer and signs any Contract resulting from this RFP with a false statement, or it is subsequently determined that Proposer has violated any of the representations, warranties, guarantees, certifications or affirmations included in the RFP or resulting Contract, the Proposer shall be in default and if the determination is made before Contract Award, the Texas Lottery may reject the Proposal or if the determination is made after Contract Award, the Texas Lottery may terminate the Contract for cause and pursue all other remedies available to the Texas Lottery under the RFP, Contract and applicable law.



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.69 Limitation on Authority; No Other Obligations

The Successful Proposer shall have no authority to act for or on behalf of the Texas Lottery or the State of Texas except as expressly provided for in this RFP or any resulting Contract. The Successful Proposer may not incur any debts, obligations, expenses or liabilities of any kind on behalf of the State of Texas or the Texas Lottery.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.70 Proposer Assignment

The Successful Proposer hereby assigns to the Texas Lottery any and all claims for overcharges associated with any Contract resulting from this RFP arising under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq. and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Sec. 15.01, et seq.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.71 Code of Conduct

The Texas Lottery is an extremely sensitive enterprise because its success depends on maintaining the public trust by protecting and ensuring the security of Lottery Products. The Texas Lottery incorporates the highest standards of security and integrity in the management and sale of entertaining lottery products, and lottery vendors are held to the same standards. Therefore, it is essential that operation of the Texas Lottery, and the operation of other enterprises which would be linked to it in the public mind, avoid not only impropriety, but also the appearance of impropriety. Because of this, the Successful Proposer shall:

- a) Offer goods and services only of the highest quality and standards.
- b) Use its best efforts to prevent the industry from becoming embroiled in unfavorable publicity.
- c) Make presentations in a responsible manner and when it is felt necessary to point out the superiority of its goods or services over those of its competitors, do so in such a manner as to avoid unfavorable publicity for the industry.



- d) Avoid activities, operations, and practices that could be interpreted as improper and cause embarrassment to the Texas Lottery and/or to the industry.
- e) Report security problems or potential security problems with any services provided pursuant to this RFP immediately and only to the Texas Lottery.
- f) Otherwise comply with the State Lottery Act (Texas Gov't Code Ann. Ch 466) and Texas Lottery rules, procedures and policies.
- g) Provide best practices related to security and integrity standards within the industry.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.72 Contact with Texas Lottery Commission

- 3.72.1 Except when circumstances require otherwise, employees and Commissioners of the Texas Lottery and employees, subcontractors and agents of all prospective Proposers and employees, subcontractors and agents of the Successful Proposer should meet only at Texas Lottery headquarters.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.72.2 Employees, subcontractors and agents of all prospective Proposers and employees, subcontractors and agents of the Successful Proposer may not offer or give a gift to a Texas Lottery employee. For purposes of this section, "gift" has the meaning as defined in Tex. Gov't Code Ann. § 467.001(4) and as may be subsequently changed or amended by acts of the Texas Legislature.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.72.3 Employees, subcontractors and agents of all prospective Proposers and employees, subcontractors and agents of the Successful Proposer should not engage in nonprofessional socialization (socialization outside of a work context) with a Texas Lottery employee. There may be circumstances, however, in which nonprofessional socialization is acceptable, for example, because of family relationships, common acquaintances, or common outside activities. The restrictions on nonprofessional socialization are not meant to apply to unplanned, incidental social contact. In such circumstances, employees, subcontractors and agents of all prospective Proposer and employees, subcontractor and agents of the Successful propose should not discuss Texas Lottery business.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



- 3.72.4 Professional Socialization at activities such as industry trade conferences and sit visits is permitted.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.73 Incidents and Anomalies

- 3.73.1 The Successful Proposer shall report immediately all significant incidents and anomalies to the Texas Lottery, followed by a written report to be submitted within one workday of the incident or anomaly. At a minimum, incident and anomaly reporting shall include a description of the incident, its cause, and corrective action taken. For purposes of this section, "significant" incidents include, by way of illustration only, any occurrence that affects the Texas Lottery, lottery retailers, or players, and deviation from established procedures and those items where sanctions or liquidated damages are applicable.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.73.2 The Texas Lottery will assign an investigator to monitor the Successful Proposer throughout the contract term during any renewal period. The Successful Proposer shall maintain close contact and regular communication with the investigator regarding all matters under the Contract.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.74 Attachment of Third Party Systems, Terminals or Products

- 3.74.1 The Texas Lottery reserves the right to require the Successful Proposer to allow any required access to, and provide support to, the Texas Lottery and to a Texas Lottery vendor or Retailer in attaching to the Lottery Gaming System or otherwise installing terminals, terminal peripherals, products, or systems other than those required by the Lottery Operator RFP.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.74.2 The Successful Proposer must supply the Texas Lottery specifications to permit products other than products produced by the Successful Proposer to attach to the Lottery Gaming



System and carry out all functions and capabilities required by the Texas Lottery. The Successful Proposer must provide support and access to the Texas Lottery and to a Texas Lottery vendor or retailer for additional products including, but not limited to, providing facilities and support to allow other parties to attach, install and/or test products. The Texas Lottery will monitor progress to ensure full cooperation.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 3.74.3 The Successful Proposer is solely responsible for ensuring its interests in its intellectual property are protected by appropriate confidentiality agreements. Should the Texas Lottery propose to add terminals, products or systems not provided for in this RFP or the Contract but for which the Successful Proposer would be responsible, appropriate compensation to the Successful Proposer would be negotiated.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

3.75 Records Retention

The Successful Proposer shall review the Records Retention Schedule prepared by the Texas Lottery and approved by the Texas State Library and Archives Commission (the "Retention Schedule"), including periodic revisions thereto, and, in cooperation with the Texas Lottery, determine which records generated or held by the Successful Proposer are subject to the Retention Schedule. The Records Retention Schedule will be provided to the Successful Proposer after Contract Award. The Successful Proposer shall conform to the Retention Schedule and other applicable law regarding retention of records, including Texas Government Code Section 441.180 et seq. The Successful Proposer shall give the Texas Lottery at least thirty Days advance notice of any planned destruction of records subject to the Retention Schedule. No record subject to the Retention Schedule or Texas Government Code Chapter 4412 shall be destroyed without prior written approval from the Texas Lottery.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

intralot

**A GLOBAL LEADER
YOUR LOCAL PARTNER**



INTRALOT

THE RIGHT FIT FOR TEXAS



Part 4 Required Information

INTRALOT is committed to helping the Texas Lottery grow its top line sales and bottom line contribution to the Foundation School Fund. INTRALOT is bringing unprecedented technology, process and staffing to The Texas Lottery. INTRALOT's technical and facilities solutions are the most secure of any in the Lottery Industry. **Our LOTOS™ Lottery Gaming System, terminal and communications securities have never been breached.**

INTRALOT will dramatically beat the Texas Lottery's service level expectations for facilities, security, technology, game management and our complete line of support services. INTRALOT is staffing Texas with our most experienced leaders in all areas of Lottery services. We are heavily investing in technology, information, structured process and the right people to make Texas the most successful lottery in America. INTRALOT is totally committed to driving tremendous annual growth in lottery sales. Our facilities are designed to promote information and product security while facilitating efficient office, computer room and warehouse processes. We have a history of implementing successful new games with our North American lottery partners.

4.1 STATEMENT OF UNDERSTANDING 4.1.1

4.1.1 The Proposer shall include with its Technical Proposal a certificate executed by an authorized representative of the Proposer certifying that (i) the Proposer has read this RFP prior to the submission of its Proposal, (ii) the Proposer understands the information contained in this RFP, (iii) the Proposer has had an opportunity to consult with any experts it deems knowledgeable or helpful in any way, (iv) the Proposer is a sophisticated business entity capable of analyzing the risks and potential benefits inherent in responding to this RFP and in entering into any Contract resulting from this RFP, (v) the Proposer has been and is represented by counsel of its choice, (vi) the Proposer has fully investigated any facts that it deems relevant, (vii) the Proposer is not under duress to respond to this RFP or to enter into any Contract resulting from this RFP, and (viii) after careful consideration and investigation, and after receiving the advice of counsel, the Proposer has analyzed the risks associated with responding to this RFP and with performing under any Contract resulting from this RFP, and the Proposer has decided to accept such risks of its own free will in order to compete to obtain the benefits associated with any Contract resulting from this RFP. The Proposer waives any claim that the exercise by the Texas Lottery of any of the rights or remedies specified hereunder, to which Proposer has not objected and negotiated out from inclusion in any Contract resulting from this RFP based upon due process concerns, violates Proposer's rights of due process.



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INTRALOT CERTIFICATE AND STATEMENT OF UNDERSTANDING

June 29, 2010

TO WHOM IT MAY CONCERN:

INTRALOT certifies the following:

- (i) INTRALOT has read this RFP prior to the submission of its Proposal
- (ii) INTRALOT understands the information contained in this RFP
- (iii) INTRALOT has had an opportunity to consult with any experts it deems knowledgeable or helpful in any way
- (iv) INTRALOT is a sophisticated business entity capable of analyzing the risks and potential benefits inherent in responding to this RFP and in entering into any Contract resulting from this RFP
- (v) INTRALOT has been and is represented by counsel of its choice
- (vi) INTRALOT has fully investigated any facts that it deems relevant
- (vii) INTRALOT is not under duress to respond to this RFP or to enter into any Contract resulting from this RFP
- (viii) INTRALOT after careful consideration and investigation, and after receiving the advice of counsel, INTRALOT has analyzed the risks associated with responding to this RFP and with performing under any Contract resulting from this RFP, and INTRALOT has decided to accept such risks of its own free will in order to compete to obtain the benefits associated with any Contract resulting from this RFP. INTRALOT waives any claim that the exercise by the Texas Lottery of any of the rights or remedies specified hereunder, to which INTRALOT has not objected and negotiated out from inclusion in any Contract resulting from this RFP based upon due process concerns, violates INTRALOT's rights of due process.

You have our dedication and commitment to this important project and we thank you for the opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Little". The signature is stylized with a large, sweeping "T" and a cursive "Little".

Thomas F. Little, President and CEO
INTRALOT, Inc.
11360 Technology Circle
Duluth, Georgia 30097-1502



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- 4.1.2 Any exceptions to the requirements contained in this RFP must be specifically and clearly stated at the time the certificate described in the preceding paragraph is delivered. The Proposer should be aware, however, that exceptions taken to any requirements set forth in this RFP may, at the sole discretion of the Lottery, result in (i) rejection of the Proposal submitted, and/or (ii) disqualification from submitting any Proposal to this RFP.

INTRALOT takes no exception to the RFP and in many cases our proposal exceeds the requirements of the RFP.



4.2 Experience of Responding Firm and Product

The Proposer shall provide the following information relating to its experience:

- 4.2.1 Years of Experience. The Proposer must indicate the number of years' experience the Proposer has in providing the services as specified in this RFP and shall include detailed descriptions documenting its experience for all engagements of comparable complexity and scale for the past ten (10) years.

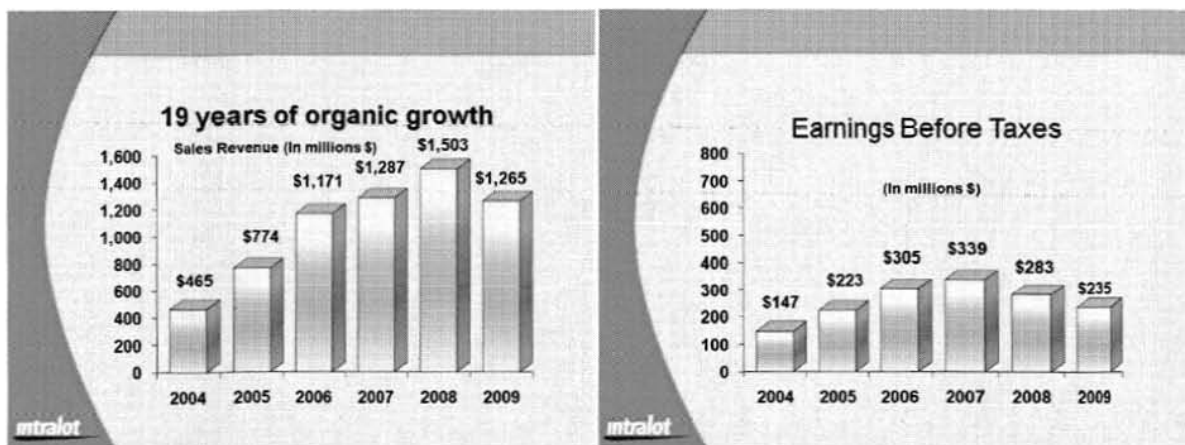
INTRALOT - 19 Years of Global Development

INTRALOT's presence surrounds the globe with a workforce of over 5,000 gaming professionals. Our rapid growth has resulted in \$1.2 billion in combined corporate revenues in 2007, just over \$1.5 billion for 2008, and \$1.3 billion for 2009. Established in 1988, INTRALOT has a strong international presence in more than 50 countries on five continents. The company, which dominates in the European market, has secured a strong position in the developing South American market, has established a significant presence in North America and is expanding its positions in Southeast Asia and Australia.



INTRALOT World Wide Presence

INTRALOT has delivered new retail point-of-sale terminals to over 120,000 retailers just in the last five years. This includes recent very large complex conversions in South Africa, Taiwan, South Korea and Ohio. We also launched a very large complex new Lottery in the Russian Federation. The experience of our management team is rooted in the success of the Lottery industry, with over 200 years of local top-line management service. With an award to INTRALOT, the Texas Lottery will gain a financially strong and highly experienced organization for its full service gaming system contract, and the Lottery will gain access to the technical capabilities, resources, and business acumen of the entire INTRALOT team.



There are a number of factors to consider when examining “Experience and Capability” and all of those factors need to be taken into account to obtain a complete, accurate and fair evaluation of a company. One of the most important factors is the company’s track record relating to commitments fulfilled. Please note that since its founding, **INTRALOT has never been late** on any project or conversion.





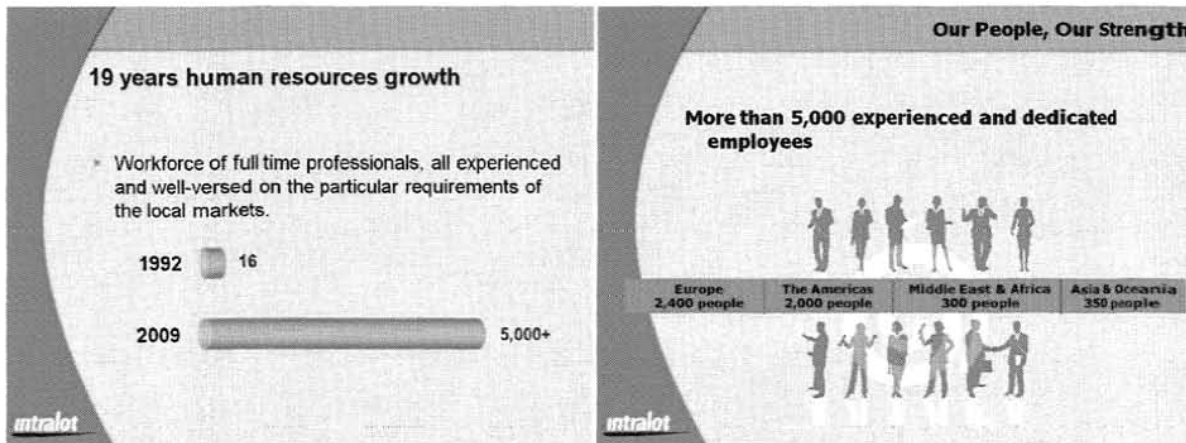
Contracts – 2008, 2009	
2008	
▪ Netherlands (5,000 terminals)	
▪ Ohio Lottery (14,700 terminals)	
2009	
▪ Louisiana (2,800 terminals)	
▪ New Hampshire (1,400 terminals)	
▪ Vermont (750 terminals)	
▪ Arkansas (2,500 terminals)	
▪ District of Columbia (625 terminals)	

INTRALOT currently operates the following North American contracts: Nebraska, Montana, Idaho, New Mexico, South Carolina, Ohio and Arkansas. Most recently, it has been awarded and is in the process of converting On-line the Gaming Systems for the Louisiana, New Hampshire, Vermont, and District of Columbia Lotteries. Service offerings include On-line Gaming Systems (with Multi-State Lottery Association, MUSL games), interfaces to various Lottery Systems, interfaces to different ICS vendors, and a full-featured Instant Game Management System. New games that demonstrate our ability to remain competitive and innovative in the gaming marketplace have also been implemented at all operating lotteries since the conversion phase.

INTRALOT has obtained a wealth of knowledge and expertise in the gaming industry over the past twenty years. Since the breadth of our experience is world-wide we have amassed a great deal of experience in various types of games played in a variety of cultures. This experience directly benefits the Lottery as INTRALOT can provide unique perspectives regarding new games and marketing strategies. Our Game Library currently includes more than 400 new games including numerical games, TV lottery games, Sports games, Fixed-odd games, Instant Lottery, pari-mutuel games, Video Lottery and Monitor Games.

INTRALOT believes that providing exceptional support to our clients helps make us more successful. As a result, 57 percent of our employees are dedicated to local support and implementation of projects; 25 percent of the total workforce is engaged with software and systems development and 18 percent in corporate sales finance and administration.

INTRALOT has acquired valuable knowledge and experience in the development and operations of complete systems for the automated operation of wagering games. For nineteen years, INTRALOT has offered its services and undertaken activities with worldwide success and has demonstrated its ability to successfully localize its range of products in different markets throughout the world.



INTRALOT has acquired an excellent reputation in the global gaming arena. We are committed to meeting and exceeding customer requirements and performance expectations. We have a demonstrated ability to adapt to new markets and overcome technological and cultural constraints.

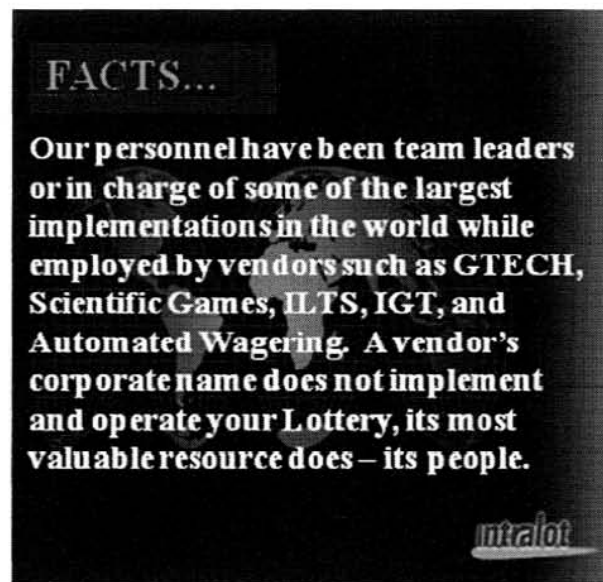
INTRALOT has been trusted with more recent conversions from GTECH and SGI than any other vendor in the world. Several conversions were conducted simultaneously. The following chart lists our most recent experience:

Customer	Year Awarded	Terminal Count	Converted from Vendor	Status
Vermont	2009	750	SGI	In-Process
New Hampshire	2009	1,400	SGI	In-Process
Louisiana	2009	2,800	GTECH	In-Process
District of Columbia	2009	700	GTECH	In-Process
Ohio	2008	14,700	GTECH	Complete!
Arkansas	2009	2,500	NEW	Complete!
Russia Fed	2007	10,000+	NEW	Complete!
South Africa	2007	9,000+	GTECH	Complete!
South Carolina	2007	3,800	SGI	Complete!
South Korea	2007	9,000	SGI	Complete!
New Mexico	2007	1,400	GTECH	Complete!
W. Australia	2006	1,000	GTECH	Complete!
Philippines	2006	1,000	GTECH	Complete!
Idaho	2006	1,250	GTECH	Complete!
Taiwan	2006	8,000	GTECH	Complete!
Malaysia	2006	2,200	GTECH	Complete!
Montana	2005	750	SGI	Complete!
Nebraska	2003	1,150	GTECH	Complete!



INTRALOT not only has experience based on its own 20-plus years in the industry but we have also acquired external lottery expertise. We have selectively acquired some of the most experienced and knowledgeable personnel in the lottery industry with many coming from GTECH or Scientific Games.

INTRALOT will perform an on-time conversion without impacting your existing operations. Our global expertise, dedicated personnel, and proven history of **100% successful conversions** will provide the lowest risk solution for the Texas Lottery. These same dedicated personnel and INTRALOT's commitment to excellent service will remain throughout the contract period.



Business Highlights: As a vendor and Lottery operator, INTRALOT has been awarded contracts for a wide range of lottery products (systems, terminals, alternative distribution channels and VLTs) and gaming applications (lotteries, instant lotteries, fixed odds betting, etc.) in the USA, Chile, Peru, Colombia, Greece, Germany, Cyprus, Poland, Romania, Russia, Bulgaria, Taiwan, Turkey, South Africa, Serbia and Montenegro, FYROM, Moldova, Malta, Philippines, Malaysia, South Korea, New Zealand, Netherlands, Australia, Vietnam and Slovakia. Our performance under these contracts has been exemplary. Recommendation letters from our customers will be supplied upon request.

INTRALOT has never been late on a contractual delivery date and we have never failed to receive a contract renewal when one was available. Throughout our proposal we demonstrate our superior products and services and describe our experience and expertise in greater detail.

ISO Certification: INTRALOT has been ISO 9001:2000 certified. This certification guarantees that the products, systems and services provided to INTRALOT's international clients comply with the highest quality standards.

Information Security Management System Certification: INTRALOT has been awarded an ISO/IEC 27001:2005 Information Security Management System certification - for the scope design, implementation, testing, installation, maintenance, integration and operation of information technology system.

Press Release November 10, 2008

November 10th, 2008

For the sixth consecutive year, INTRALOT received significant awards among the listed companies on the Athens Stock Exchange, in the context of "Business Awards MONEY 2008 - GEORGIOS OUZOUNIS". During the official ceremony, INTRALOT's General Director of International Operations, Mr. Fotios Mavroudis, received the 1st "Internationalization Award", whereas INTRALOT also received an award in the category "Best company FTSE-ASE/20 - 2008".

The awards have been an initiative of "MONEY" financial magazine and are the outcome of a voting procedure conducted through questionnaires filled by representatives of the listed companies on the Athens Stock Exchange and important personalities in the Investment Sector, such as sell-side analysts, institutional investors and fund managers, as well as retail investors who counted for 50% of the result, and the readers of the "MONEY" magazine, who had the opportunity to vote through an electronic version of the questionnaire. The whole procedure was organized and audited by an independent and solvent toll company.

The purpose of the competition is to promote and extol the best of the Athens Stock Exchange listed companies for their contribution to the development of the stock exchange and the Greek economy in general. This year's ceremony was held in the framework of the "South-East Europe Investment Conference 2008".

Commenting on the awards, Mr. Fotios Mavroudis, stated: "We are very honored to receive these awards that ratify our international achievements. Today, our activities have expanded significantly covering 50 countries on all 5 continents, where our strategy entails a continuous monitoring of new business opportunities. The recognition of our success is a driving force for our operation and infuses us with even more motivation for achieving high goals."

CSR Membership: INTRALOT is a member of the network of Corporate Social Responsibility (CSR-Europe). The network promotes the adoption of business practices in line with the concepts of social responsibility and cohesion. INTRALOT actively participates in the global gaming community and contributes decisively towards the future development of the industry.

Associations: INTRALOT is an active member of the following industry-related organizations:

	WLA (World Lottery Association)		EL (European Lotteries)
	NASPL (North American Association of State & Provincial Lotteries)		CIBELAE (The Hispanic association for South America and the)
	GSA (Gaming Standards Association)		APLA (Asian Pacific Lottery Association)



INTRALOT's Customers in North America:

We feel it is important to convey to the Texas Lottery that our success has been achieved because of the partnerships we have built with our lottery clients. When INTRALOT is awarded a contract we immediately roll up our sleeves and get to work fulfilling the promises made during the proposal stage. Our promises aren't hard to keep because we stand behind our team, our corporate capabilities and our technological resources that allow us to provide exceptional service to a partner customer like the Texas Lottery.



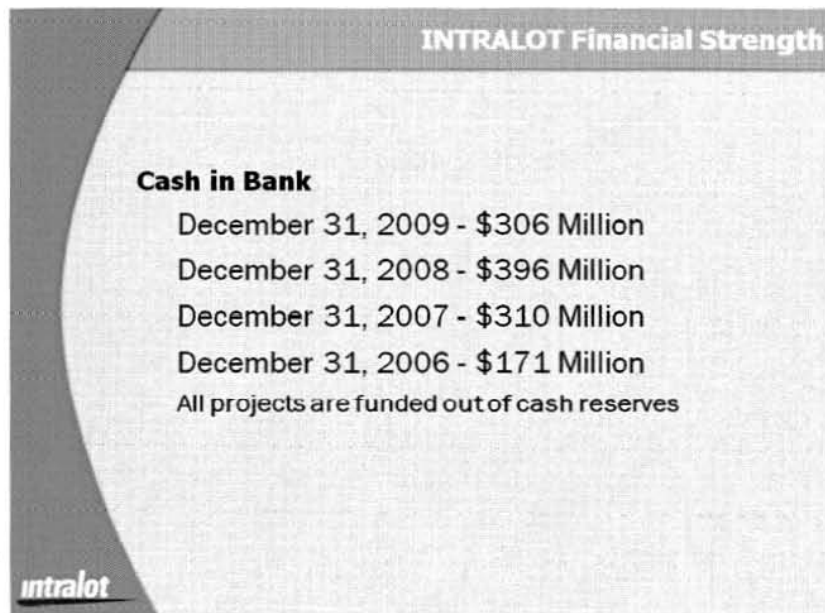
INTRALOT's US LOTTERY PARTNERS



During each step of the way, from contract award, to conversion and operations, we keep our promises. We promise to provide the very best services to the Lottery while utilizing all of our intellectual capital, technology and expertise to ensure that all of your goals are achieved.

Our approach is simple. We invest in cutting-edge technology while applying old-fashioned work ethics and the best customer service to our lottery partners. We strongly believe that "hard work pays off" and we have the sales growth data to prove that we have applied that work ethic.

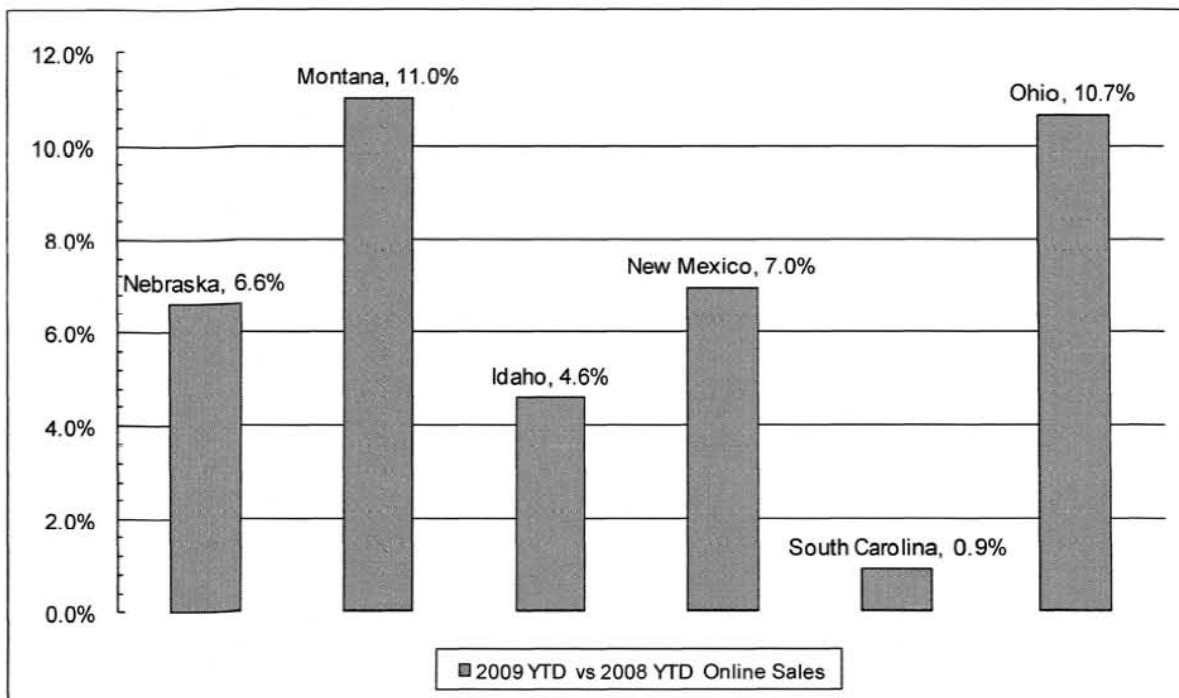
INTRALOT has a balance sheet which is stronger than any other Lottery Vendor with over \$300 million in cash on hand.





INTRALOT's Track Record in North America for 2009

All of INTRALOT's customers North American Lottery Partners are experiencing sales increases for on-line products as shown in the chart below, which compares online sales for calendar 2009 with online sales for 2008, the Texas Lottery can expect similar performance results with INTRALOT as your vendor and local partner.



In 2008, Idaho, Montana and Nebraska ranked among the top states for growth percentage among U.S. Lotteries. We are proud of the hard work we have put into our partnership with our customers to help them achieve their goals.

Rank	State	Total 2008 Sales (\$M)	% Change
5	Nebraska	122.0	7%
12	Montana	43.9	6%
14	Idaho	137.1	5%

2008 Sales compared to 2007



In New Mexico, our team worked side-by-side with the Lottery for one year to implement a successful system conversion five days ahead of schedule. This was accomplished while we were also converting South Carolina and actively working with one of our newest Lottery partner - Ohio. This is a testament to INTRALOT's hard work and dedication to surpassing goals and meeting all expectations.

Within one year of the Idaho Start-up we utilized our marketing expertise and corporate support to help Idaho set up a robust promotional database, create several new games and a thriving VIP club. The VIP Club allowed Idaho to build valued relationships with players and measure game interest levels. Their VIP club now has more than 60,000 members.

INTRALOT's technology gives us and our Lottery partners the competitive edge needed to succeed in a highly competitive gaming market. Our award-winning terminals, like the Photon, microLOT, Coronis HEE, WINSTATION, and Coronis MP along with our award winning WiFi/WiMax system were created to provide lotteries and their retailers with technological resources that work efficiently and help them to achieve their goals of increasing lottery sales.

Day one, in our lottery partner states, we begin tracking our performance against historical sales to ensure we are helping to progress our partners along the path to success. As you can see from the table on the following page, we have assisted the Nebraska Lottery in achieving higher sales during our first 3 years as their lottery vendor compared to their previous three year sales.

We flipped the switch to our system on July 1, 2004, which was the beginning of the Nebraska Lottery's FY2005. The results of the first 4 years are shown below. FY2005. Total sales increased by 6.7% over the previous year even though on-line sales for that year decreased by 6%. The decline was specifically attributed to lower Powerball sales for that year, which resulted from a lack of significant Powerball jackpots as compared to the previous year. It is common knowledge that Powerball sales are highly dependent upon the number and amount of significant Powerball jackpots. It should be noted that, although Powerball sales decreased in FY 05 due to the lack of Powerball jackpots, all of the other Nebraska on-line games showed an increase compared to FY 04.

FY2006 recorded the highest on-line sales in the history of the Nebraska Lottery up to that year. The on-line sales for that year were also more than 18% higher than the best year of sales achieved with the previous Vendor. FY2007 on-line sales resulted in the second best year (up to that year) for the Nebraska Lottery and were 17% higher than any year of the previous Vendor's contract. FY2008 was the best year ever for Nebraska sales and were 26% higher than any year under the previous Vendor's contract.



Week Ending	Total Scratch	Total Lotto	Combined	Vendor
FY2004	\$49.879	\$46.603	\$96.482	GTECH
FY2005	\$58.858	\$44.141	\$103.000	INTRALOT
FY2006	\$58.153	\$56.263	\$114.416	INTRALOT
FY2007	\$63.520	\$54.527	\$118.047	INTRALOT
FY2008	\$69.574	\$59.691	\$129.265	INTRALOT

Sales figures presented in millions of dollars:

FY2009 continued the trend of increased sales in Nebraska and our other states thanks to the creative talent on INTRALOT's Game Development Team which created games like MyDaY for the Nebraska Lottery. MyDaY is played by picking a two-digit month from 01 to 12, a two-digit day from 01 to 31 and a two-digit year from 00 to 99. Only valid dates are accepted. February 29 is accepted for years divisible by four including the year 00. MyDaY outsold both of the Nebraska Lottery's static-top tier on-line games, with no cannibalization of the existing games' sales.

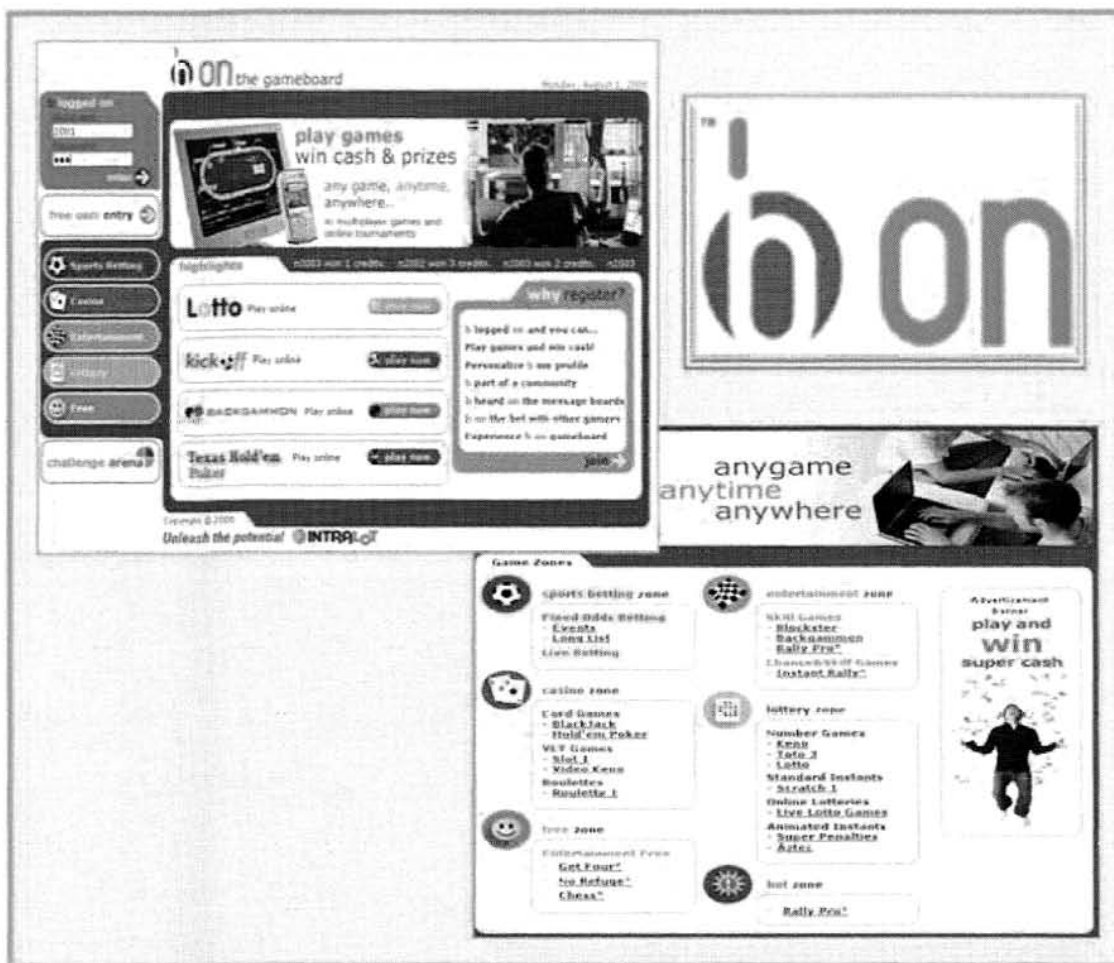


Emerging Technology

We have listed technology as one of our secret recipes to success throughout this entire proposal. Here are some of our latest technological investments being rolled out to Lottery jurisdictions around the world:

B-On™ Gaming

INTRALOT presents B-On™ which allow players to experience Any Game – Any Time – Anywhere!!



The B-On platform incorporates features that support responsible gaming in the world of Internet, mobile phones, i-TVs and PDA's. INTRALOT's commitment to responsible gaming is extending to cover broader markets and new technologies. The B-On platform makes age and location verification possible, allows players to define self-regulation rules and operators to apply rule-based exclusion policies. A maximum amount of money allowed to bet per day can be enforced, as well as waiting periods and temporary exclusions from participation in specific games.



Social Responsibility

A significant factor to be considered when judging the Experience and Capability of a particular organization is whether or not that organization is also a good corporate citizen. At INTRALOT, we strongly believe that a good company is not only defined by monetary criteria, stock performance and projects undertaken. A good company must also be a good corporate citizen who is well committed to corporate social responsibility culture and practices.

Since its establishment, INTRALOT has closely associated its business activities with promoting the concept of corporate social responsibility. At INTRALOT, the concept of corporate social responsibility and community involvement are adopted and adapted in everyday operations. Through our business activities, philanthropic programs, and engagement in public policy issues, we positively impact the communities that surround our facilities and beyond. INTRALOT will support Habitat for Humanity with corporate financial sponsorship and staffing for annual projects in Texas.

Being a global leader in the Lottery industry we have promoted the concept and practice of responsible gaming since our very beginning. We strive to keep lottery games new and exciting to our players and profitable to the Lottery's stakeholders while ensuring that we take all necessary steps to reduce or eliminate excessive playing and gaming. We are especially considerate of vulnerable groups such as pathological gamblers, low-income groups and under-age players.



Global Awards and Press Releases

Consistently working hard with our Lottery customer/partners and creating standards in technology and marketing for the industry, INTRALOT has garnered numerous awards and positive news articles around the globe. Samples of these awards are shown in the following table and additional information is available on our web site www.intralot.com news releases.

PRESS RELEASE HEADLINES OF INTRALOT AWARDS		
These press Releases and other can be read in their entirety on INTRALOTS Web-Site www.intralot.com		
2007	2008	2009
microLOT PGRI's Smart-Idea of the Year from Public Gaming Research	First International Lottery Vendor to Have World Lottery Association (WLA) Certification	INTRALOT Awarded for its Business Ethics
Wins Championship of Europe Corporate Games	Best Company Award from Athens Stock Exchange	INTRALOT Awarded for its International Investment
Highly Commended – Best Investor Relations by a Greek Company Award from IR Magazine	Research, Innovations, and Technological Development Award by Athens Chamber of Commerce and Industry	INTRALOT Awarded for its International Expansion
Recognition Award for Fulbright Foundation Scholarship Program Support	Investor Relations and Human Resources Excellence from Capital Link	
Voted among 20 Best Places to Work in Greece	Awarded for Use of Information Technology in People Management by KPMG	
Commitment to Excellence in Europe Award		



SELECTED PRESS RELEASE HEADLINES		
These press Releases and other can be read in their entirety on INTRALOT's Web-Site www.intralot.com		
2007	2008	2009
Announcement of ICON Digital Technology rolled out through INTRALOT's EyeLOT™	Included in Standard & Poor's Global List of Top 300 Companies for Growth	INTRALOT Distinguished for Investment in R&D
Awarded for Research and Technological Growth According to European Innovation Scoreboard	2008 EU Industrial Research & Development Investment Scoreboard	INTRALOT was recognized for its Business Excellence
Demonstrates Continued Excellence in Information Security with IS27001:2005 Certification	First Lottery Vendor to Achieve WLA Certification Received Double Certification on Information Security	INTRALOT Supports Education Awarding Scholarships
Included in 125 New Member of Global Growth Companies Community	INTRALOT's Revolutionary Products and Services Presented at 2008 WLA Convention and Trade Show	INTRALOT Expands WLA Security Certification
	Global Certification for INTRALOT – by Customer Contact Association Global Standard	ARKANSAS Lottery Went Live in 45 Days
	INTRALOT Becomes Member of United Nations Global Compact Network	INTRALOT Wins Contract for Instant Gaming Services in OHIO

- 4.2.2 Proposers must indicate any previous lottery experience or other relevant experience providing similar services, as noted in Section 1.1.4, to governmental or private entities, including name of the entity, type of work performed, and duration of project.

The information requested above under section 4.2.2 has been included at the end of Part 4, inserted as a document which is entitled Section 4.2.4 – List of INTRALOT Contracts, please refer to the materials that are enclosed at the end of this section where all entities whether governmental or private have been listed by contract name, including the scope of work performed and the duration of the project or contract.

- 4.2.3 Proposers must indicate any previous experience in transition activities between vendors when providing similar services, in scope and size, as noted in Section 1.1.4. Proposers must include the name of the entity, type of transition/conversion work performed, duration of the project and any service interruptions encountered.

Since 2003 when INTRALOT, won its first US contract to supply the Nebraska lottery with On-line systems, communications, retailer terminals and services, INTRALOT has bid and won nineteen Lottery procurements. During the conversion process from either GTECH or SGI in all contracts undertaken by INTRALOT as listed below, no service interruptions of any kind have occurred. This record of accomplishment speaks for itself. INTRALOT has continuously been able perform flawless conversions from the outgoing vendors systems. No other Lottery Vendor can make this claim. All contracts where for a minimum of seven years with 3 or more extensions, with the exception of the District of Columbia which is for 6 years with 4 years of extensions.

Customer	Year Awarded	Terminal Count	Converted from Vendor	Status
Vermont	2009	850	SGI	In-Process
New Hampshire	2009	1,450	SGI	In-Process
Louisiana	2009	4,200	GTECH	In-Process
District of Columbia	2009	700	GTECH	In-Process
Netherlands	2008	5,500	GTECH	Complete!
Ohio Ohio	2008	12,500	GTECH	Complete!
Arkansas	2009	2,500	NEW	Complete!
Russia Fed	2007	20,000+	NEW	Complete!
South Africa	2007	10,000+	GTECH	Complete!
South Carolina	2007	3,800	SGI	Complete!
South Korea	2007	9,000	SGI	Complete!
New Mexico	2007	1,100	GTECH	Complete!
W. Australia	2006	500	GTECH	Complete!
Philippines	2006	900	GTECH	Complete!
Idaho	2006	950	GTECH	Complete!
Taiwan	2006	8,000	GTECH	Complete!
Malaysia	2006	2,200	GTECH	Complete!
Montana	2005	750	SGI	Complete!
Nebraska	2003	800	GTECH	Complete!

INTRALOT has been trusted with more recent conversions from other vendor Lottery systems implementations than any of our competition. INTRALOT will deliver a successful well planned and flawlessly executed conversion for the Texas Lottery. INTRALOT's recent on time successful conversion from GTECH in Ohio is a good example for a Texas like conversion. INTRALOT encourages the Texas Lottery to contact the Ohio Lottery in order to verify our performance and the Lottery's satisfaction with INTRALOT.



4.2.4 The description of experience shall be detailed and cover all contracts the Proposer and any subcontractors have or have had that provided experience similar to this Contract which qualifies the Proposer to meet the requirements of this Contract, including but not limited to:

- (a) Size of contract.
- (b) Reason for contract termination/expiration, if contract is no longer in effect.
- (c) Types of services directly provided by the Proposer and whether the Proposer was the proposer or subcontractor.
- (d) Term and type of contract, including effective dates.
- (e) Any problems encountered.

The information requested above under section 4.2.4 (a, b, c, d, e) has been included at the end of Part 4, inserted as a document which is entitled Section 4.2.4 – List of INTRALOT Contracts, please refer to the materials that are enclosed at the end of this section. As noted below under Section 4.2.5.(b) Please note that INTRALOT has not encountered significant problems in any of our contracts.

4.2.5 The Proposer shall state in its Response whether or not any of the following have occurred during the last five (5) years:

- (a) The Proposer has had a contract terminated and, if so, shall provide full details, including the other party's name, address and telephone number.

INTRALOT has never had a contract terminated before the end of contracted dates.

- (b) The Proposer has been assessed any sanctions or liquidated damages under any existing or past contracts with any state, provincial or other lottery, and if so, note the jurisdiction, the reason for and the amount of the sanction or liquidated damages for each incident. (See Section 3.44 for continuing disclosure requirement.)

Confidentiality Claimed
Not released

Confidentiality Claimed
Not released

- (c) The Proposer has provided goods or services in consideration of contractual sanctions or liquidated damages that would have been assessed, and if so, note the jurisdiction, the reason for the penalty or liquidated damages and the goods or services provided in lieu of the assessment.

INTRALOT has not provided goods or services in consideration of contractual sanctions or liquidated damages that would have been assessed.

- (d) The Proposer has had any material or significant audit findings.

INTRALOT undergoes annual financial audits for all operating projects, and to date no material significant audit findings have been issued. INTRALOT received an unqualified Auditors Opinion as of March 31, 2010 regarding financial statements issued for the year 2009. In addition INTRALOT has received unqualified audit opinions for the preceding years of 2008 and 2007. All inclusive Financial Statements for INTRALOT, and since INTRALOT is traded on the public stock exchange market of Athens, Greece, and therefore a publically owned company, have been included for the Lottery's review on the DVD inserted at the beginning of the technical proposal in Binder 1. The INTRALOT Financial statements for 2009, 2008, and 2007 have been included contained under a folder on the DVD entitled "Financial Statements". Please refer to DVD for the PDF files of financial statements for any additional information regarding the audit findings.



- (e) The Proposer was the subject of (i) any disciplinary action for substandard work and unethical practices or (ii) any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Proposer to engage in any business, practice or activity.

INTRALOT is not and has not been the subject of (i) any disciplinary action for substandard work and unethical practices or (ii) any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Proposer to engage in any business, practice or activity.

- (f) The Proposer has been involved in any material civil or criminal litigation or indictment either threatened or pending as fully described in Section 3.43.

INTRALOT has not been and is not currently involved in any material civil or criminal litigation or indictment either threatened or pending as fully described in Section 3.43.

- (g) The Proposer has applied for, has sought renewal of, has received, has been denied, has pending, or has had revoked a gaming license of any kind, or had fines, penalties sanctions or liquidated damages assessed against its gaming license, contract or operation, and the disposition of such in each such state or jurisdiction. If any lottery or gaming license or contract has been revoked or terminated or has not been renewed or any lottery or gaming license or application has been either denied or is pending and has remained pending for more than six (6) months, all of the facts and circumstances underlying the revocation, termination, non-renewal or the failure to receive such a license shall be disclosed.

INTRALOT has not been subject to any of the conditions set forth in the first sentence of letter (g) above. INTRALOT has never had a lottery contract (it has no gaming licenses) which has been revoked or terminated. In all jurisdictions to date, when a contract renewal option has been available, INTRALOT has received the renewal. INTRALOT does not have any lottery or gaming license (or application for either) which has been denied or is pending, nor does INTRALOT have such items pending for more than six (6) months.

4.3 Experience of Personnel

- 4.3.1 Proposers must provide an organizational chart which identifies all staff who will support the Texas Lottery account. The organizational chart should include the position titles, number of positions, and where applicable names of personnel (e.g., key management staff). The organizational chart should include corporate directors and/or officers who will provide direction or oversight to the Texas Lottery account.

INTRALOT has prepared a detailed organization chart consisting of 12 pages which is inserted in the proposal immediately following this page. The organization chart depicts all staff and all resources that will support the Texas Lottery account. The twelve page organization chart includes names for all staff with key positions including all job titles, and the number of positions. Corporate directors and officers who will provide direction and oversight for the Texas Lottery account have also been provided. The INTRALOT organization chart can be summarized as follows:

Confidentiality Claimed
Not released



Confidentiality Claimed
Not released



PLEASE SEE "ORGANIZATION CHARTS" TAB WITHIN THIS SECTION



4.3.2 Proposers must provide resumes for all key management staff. This should include, without limitation, the following positions:

RESUMES for all key management staff have been included in alphabetical order under the Tab entitled "RESUMES" and enclosed in Part Four of the INTRALOT response.

- (a) Executive Management – General Manager/Site Director, Assistant General Manager, and any other officers or key personnel who will provide direction or oversight to the Texas Lottery account.

INTRALOT has identified the following individuals:

General Manager / Site Director – **Bruce Anderson**
Deputy General Manager – **Terrance Patterson**

- (b) Data Center/Operations – Data Center Supervisor, Software Development Manager, Texas Lottery Liaison and any other staff who will have oversight or manage system operations for the Texas Lottery account.

INTRALOT has identified the following:

Data Center Operations Director – **Tim Hallet**
Software Development Manager – **Steve Fox**
Texas Lottery Liaison responsibilities will be undertaken by Terrance Patterson

- (c) Call Center – Call Center Manager, Retailer Support Supervisor, Dispatch and Supply Inventory Supervisor or other key personnel who will provide direction or oversight to the Texas Lottery account.

INTRALOT has identified the following:

Customer Service Director – **Michael Kovalchin**
Call Center Manager – TBD, interview outgoing vendor personnel
Retailer Support Manager - TBD, interview outgoing vendor personnel

- (d) Sales and Marketing – Sales Manager, Marketing Manager, Promotions Manager/Coordinator, District/field Sales Managers, Corporate/Chain Account Manager, New Business Development/Recruitment Manager, Research Associate, and any other staff who will provide sales or marketing input, direction or recommendations for the Texas Lottery account.

INTRALOT has identified the following:

Chief Marketing Officer – **Patricia Koop**
Deputy Chief Marketing Officer – **Karen Porter**
Director Sales – **Phil Sherwood**

Director of Marketing - TBD, interview outgoing vendor personnel
Promotions Manager – TBD, interview outgoing vendor personnel
District Sales Managers - TBD, interview outgoing vendor personnel
Manger of Corporate and Key Accounts - TBD, interview outgoing vendor personnel
Retailer Recruitment Manager - TBD, interview outgoing vendor personnel
Director of Market Research – **Chitra Thankaswamy**

(e) Warehouse and Distribution – Warehouse Manager.

INTRALOT has identified the following:

Distribution Services Director – **John Hadley**
Distribution Operations Manager – TBD, interview outgoing vendor personnel
Telemarketing Manager - TBD, interview outgoing vendor personnel

(f) Transition Team – Project Manager and key personnel assigned to the transition and implementation of the Texas Lottery account.

INTRALOT has identified the following:

Project Implementation Director - **Bruce Anderson, PMP**
Project Implementation Manager - **Lee Wilson**
Project Manager System & Data Conversion - **Matt Johnson**
Project Manager Software - **George Fotopolous**
Project Manger Field Service/Logistics - **Paul Ostendorf**
Assistant to Project Manager Field Service - **Michael Kolvichin**
Project Manager Communications/ Central Site - **Joffre Rivera**
Assistant to Vending Placement Project Manager - **Sherry Soard**
Project Manager Vending - **Ken Wilson**

4.3.3 Each resume must include (i) the proposed position to which the individual will be assigned for the Contract; (ii) the position such individual currently holds with the Proposer or its subcontractor(s); (iii) a brief description of such individual's responsibilities for the Contract; and (iv) a description of the experience that qualifies the individual to perform such responsibilities.

RESUMES for all key management staff and all other INTRALOT staff that will support the Texas Lottery conversion and project startup have been included in alphabetical order under the Tab entitled "RESUMES" and enclosed in Part Four of the INTRALOT response. The information requested under 4.3.3 (i), (ii), (iii), and (iv) above, has been included with each individual resume.



- 4.3.4 The Lottery reserves the right to verify all information in the resumes submitted by the Proposer, including contacting previous employers or firms for which work experience is indicated. Intentional or negligent misstatements of experience, scope of prior projects or results of work on prior projects may be grounds for disqualification of the Proposal.

INTRALOT understands and agrees that the Lottery has the right to verify all information in the resumes submitted by INTRALOT, including contacting previous employers or firms for which work experience is indicated. INTRALOT understands that intentional or negligent misstatements of experience, scope of prior projects or results of work on prior projects may be grounds for disqualification of the Proposal.

- 4.3.5 Proposers must provide a staffing schedule indicating the projected dates that each of the unfilled positions will be filled.

Projected staffing dates are included on the attached spread sheet.

INSERT SPREAD SHEET OF POSITIONS AND PROJECTED HIRE DATES

HIGHLY CONFIDENTIAL INTRALOT TEXAS STAFFING PLAN

**Confidentiality Claimed
Not released**

HIGHLY CONFIDENTIAL INTRALOT TEXAS STAFFING PLAN

**Confidentiality Claimed
Not released**

HIGHLY CONFIDENTIAL INTRALOT TEXAS STAFFING PLAN

**Confidentiality Claimed
Not released**



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4.3.6 Proposers must indicate when key management employees will be available to commence providing services under any contract awarded hereunder.

All key individuals identified herein by INTRALOT for support of the Texas Lottery will be available within two weeks of the contract award. For any exceptions to this commitment which may be due to unforeseen circumstances such as illness, reassignment, or other extenuating circumstances, INTRALOT will seek the Texas Lottery's prior approval for any proposed resolution if any key management employees should for any reason no longer be available. As of the writing of this proposal, all key management employees are ready to assume the duties and responsibilities for which they have been identified in this proposal.

4.4 References

Proposers must provide verifiable references which include contact person, name of company, phone, fax number and e-mail address if available for each engagement identified in Section 4.2.1. The Texas Lottery reserves the right to verify all information in the Proposal submitted by the Proposer and seek other information it deems necessary to conduct a thorough review.

All References information requested above under section 4.4 has been included at the end of Part 4, inserted as a document which is entitled Section 4.2.4 – List of INTRALOT Contracts. The list of INTRALOT contracts includes the contact name, name of company, e-mail address for each of INTRALOT's lottery customer partners. Please refer to the List of Contracts that are enclosed at the end of this section where all entities whether governmental or private have been listed by contract name, including the scope of work performed and the duration of the project or contract in order to examine INTRALOT verifiable references. INTRALOT understands and agrees that the Texas Lottery has the right to verify all information in the Proposal submitted by INTRALOT and seek other information the Lottery deems necessary to conduct a thorough review

4.5 Contact Person

The Proposer shall provide the name, address, telephone number, email address, and facsimile number of a person to contact concerning questions regarding its Proposal.

Tom Little,
President & CEO
11360 Technology Circle
Duluth, GA 30097
Direct line: 770-295-2433
Fax: 770-295-2590
Email:
tom.little@intralot.us

4.6 Conflict of Interest

- 4.6.1 The Proposer must disclose any actual, potential or perceived conflict of interest relative to the performance of the requirements of this RFP. The Proposer must disclose any personal or business relationship of (a) itself, (b) any of its principals, officers, directors, investors, owners, partners, and employees (collectively, Proposer Personnel); (c) any spouse, child, brother, sister, or parent residing as a member of the same household in the principal place of residence of any Proposer Personnel; (d) any affiliate, or (e) any subcontractor with any employee or representative of the Texas Lottery (including the Texas Lottery Executive Director and its commissioners) or its prime vendors. As of the time of the issuance of this RFP, prime Texas Lottery vendors include, but are not limited to: GTECH Corporation, lottery operator and instant ticket vending machine supplier; Scientific Games International, instant ticket manufacturer and random animated digital drawing system; Pollard Banknote Limited Partnership, instant ticket manufacturer; TLP, Inc. dba Tracy Locke and LatinWorks, advertising services; Davila, Buschhorn and Associates, P.C., lottery drawings audit services; Elephant Productions, Inc., drawings broadcast services; Barker & Herbert Analytical Laboratories, Inc., instant ticket testing services; Maxwell Locke & Ritter, LLP., annual financial audit and Mega Millions agreed-upon procedures engagement; Graves, Dougherty, Hearon & Moody, P.C., outside counsel for Lottery Operations & Services Procurement; Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C., outside counsel for intellectual property matters; Eubank & Young Statistical Consulting, LLC, statistical consulting services; and Knight Security Systems, LLC, surveillance camera products and related services. Additionally, any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship may be a cause for disqualification of a Proposal.

INTRALOT understands and agrees that INTRALOT is required to disclose any actual, potential or perceived conflict of interest relative to the performance of the requirements of this RFP. INTRALOT agrees to disclose any personal or business relationship of (a) itself, (b) any of INTRALOT's principals, officers, directors, investors, owners, partners, and employees (collectively, Proposer Personnel); (c) any spouse, child, brother, sister, or parent residing as a member of the same household in the principal place of residence of any Proposer Personnel; (d) any affiliate, or (e) any subcontractor with any employee or representative of the Texas Lottery (including the Texas Lottery Executive Director and its commissioners) or its prime vendors.

INTRALOT understands and agrees that because time is of the issuance of this RFP, prime Texas Lottery vendors include, but are not limited to: GTECH Corporation, lottery operator and instant ticket vending machine supplier; Scientific Games International, instant ticket manufacturer and random animated digital drawing system; Pollard Banknote Limited Partnership, instant ticket manufacturer; TLP, Inc. dba Tracy Locke and LatinWorks, advertising services; Davila, Buschhorn and Associates, P.C., lottery drawings audit services; Elephant Productions, Inc., drawings broadcast services; Barker & Herbert Analytical Laboratories, Inc., instant ticket testing services; Maxwell Locke & Ritter, LLP., annual financial audit and Mega Millions agreed-upon procedures engagement; Graves, Dougherty, Hearon & Moody, P.C., outside counsel for Lottery Operations & Services Procurement; Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C., outside counsel for intellectual property matters; Eubank &



Young Statistical Consulting, LLC, statistical consulting services; and Knight Security Systems, LLC, surveillance camera products and related services.

Additionally, INTRALOT agrees that any such relationship which might be perceived or represented as a conflict will be disclosed. INTRALOT understands and agrees that failure to disclose any such relationship may be a cause for disqualification of a Proposal.

- 4.6.2 This is a continuing disclosure requirement. The Proposer shall disclose to the Texas Lottery in writing any actual, potential or perceived conflict of interest, relative to the performance of the requirements of this RFP, during the period prior to the award of any Contract pursuant to the RFP, at the time the conflict is identified. Failure to promptly notify the Texas Lottery will be sufficient grounds for rejecting the Proposal.

INTRALOT understands and agrees that the disclosure requirement under 4.6.1 and 4.6.2 above are ongoing and continuing. INTRALOT agrees to disclose to the Texas Lottery in writing any actual, potential or perceived conflict of interest, relative to the performance of the requirements of this RFP, during the period prior to the award of any Contract pursuant to the RFP, at the time the conflict is identified. INTRALOT understands and agrees that failure to promptly notify the Texas Lottery will be sufficient grounds for rejecting the Proposal.

4.7 Financial Soundness

- 4.7.1 In order to evaluate the Proposer's financial ability to perform under the Contract, the Lottery requires the following information.

INTRALOT is a public company traded on the Athens, Greece stock exchange. INTRALOT agrees to provide all information required by the Texas Lottery in order to evaluate INTRALOT's ability to perform under the contract.

- 4.7.2 *Ability to Finance Performance.* The ability to finance or otherwise fund performance under the Contract shall be demonstrated by each Proposer through submission of a written analysis of its estimated initial or start-up costs for the period from the start of the Contract, including (if applicable) conversion of the Lottery system by a new operator through to the end of the first complete calendar quarter of operation under the Contract. Such cost analysis must be submitted at the same time as the Proposer's Cost Proposal, but in a separately sealed and marked envelope. The cost analysis will be used in conjunction with the information described below to evaluate the sufficiency of the Proposer's financial resources to deliver the goods and services proposed. The Proposer must provide start-up costs through conversion plus estimated first quarter operating costs in the format as provided in Attachment J. The start-up costs must be submitted in a separate sealed envelope. The sealed envelope must be addressed as outlined in Section 2.15 and designated conspicuously as "Start-Up Costs for RFP 362-10-0001."



INTRALOT understands and agrees that the ability to finance or otherwise fund performance under the Contract shall be demonstrated by INTRALOT through submission of a written analysis of INTRALOT's estimated initial or start-up costs for the period from the start of the Contract, including (if applicable) conversion of the Lottery system by INTRALOT through to the end of the first complete calendar quarter of operation under the Contract.

INTRALOT agrees to submit such cost analysis at the same time as INTRALOT's Cost Proposal, in a separately sealed and marked envelope. INTRALOT agrees that INTRALOT's cost analysis will be used in conjunction with the information described in Section 4.7.2 of the RFP to evaluate the sufficiency of INTRALOT's financial resources to deliver the goods and services. INTRALOT agrees to provide start-up costs through conversion plus estimated first quarter operating costs in the format as provided in Attachment J. INTRALOT has submitted said startup costs in a separate sealed envelope. The sealed envelope has been addressed as outlined in Section 2.15 and labeled conspicuously as "Start-Up Costs for RFP 362-10-0001."

- 1) *Submission of Financial Statements.* All Proposers (and its parent corporation, if applicable, or joint participants, if applicable) must submit copies of consolidated audited financial statements for each of the Proposer's three (3) most recently ended fiscal years. In lieu of the foregoing, if the Proposer has been in existence for less than three fiscal years, the Texas Lottery reserves the right, in its sole discretion, to accept consolidated audited financial statements for those fiscal years in which the Proposer has been in existence. Such audited consolidated financial statements shall be audited in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant. If the most recent fiscal year for which audited financial statements are submitted ended more than [134] days prior to the date of submission of the Proposal to the Lottery, the Proposer shall also submit consolidated interim unaudited financial statements for the interim period between the date of the latest audited balance sheet and ending no earlier than [60] days prior to such date of submission, and for the corresponding period of the preceding fiscal year. The Lottery reserves the right to require additional, updated financial statements following submission of the Proposal and prior to the award of the Contract, to take into account the lapse of time between the date of submission and the estimated date of award of the Contract. All financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP), and must include balance sheets for each fiscal year and each interim period ended, income statements, statements of cash flows, statements of retained earnings, notes to the financial statements for each such year or period, as the case may be, and any management letters that have been received for those years. For non-U.S. vendors the equivalent non-U.S. accounting and auditing standards applicable to publicly-traded companies shall apply.

All inclusive Financial Statements for INTRALOT, a publically owned company, have been included for the Lottery's review on the DVD inserted at the beginning of the technical proposal in Binder 1 or the original and each copy of the RFP. The INTRALOT Financial statements for the first quarter of 2010, and full year financial statements for 2009, 2008, and 2007 have been included contained under a folder on the DVD entitled "Financial Statements". Please refer to the DVD for the PDF files of financial statements.

- 2) *Subsidiaries.* If the Proposer is a subsidiary of a parent entity and the Proposer either does not have its own separate financial statements or Proposer wishes to rely on the financial soundness of its parent, the Proposer shall satisfy its financial responsibility submission requirements by submitting the consolidated financial statements of its parent entity. The consolidated financial statements of the parent shall include the activity of the Proposer. Such financial statements of the parent must meet the criteria set forth in the preceding item 1.1. The Proposer shall also submit its own financial statements in accordance with the preceding item 1.1. If a Proposer submits the consolidated financial statements of its parent, the parent must serve as guarantor of the Proposer and must certify to the Lottery the availability of the parent's resources to the Proposer, and the parent shall also be held accountable for, and shall unconditionally guarantee, the prompt and complete performance of all terms and conditions of the RFP and the resulting Contract applicable to Proposer and shall sign the RFP and execute the Contract as such guarantor. **The cite references to item 1.1 in this section are incorrect, the correct cite is 4.7.2 (1).**

INTRALOT, Inc. headquartered in Duluth, GA 30097 is a subsidiary of INTRALOT, S.A. which is headquartered in Athens, Greece. INTRALOT, Inc. will provide the implementation and ongoing support of the Texas Lottery based on the financial resources of INTRALOT, S.A. The financial statements submitted are that of the parent company's consolidated operations (including INTRALOT, Inc.). INTRALOT, S.A. agrees to serve as the financial guarantor to the Texas Lottery on behalf of their subsidiary INTRALOT, Inc.

- 3) *Submission Involving Joint Participants.* If the submission involves joint participants as opposed to a subsidiary submission relying on the financial soundness of its parent, the Proposal must include the financial statements required by item 4.7.1(2) for each joint participant. The Proposal shall designate only one of the joint participants as the primary contractor and that joint participant shall be primarily and unconditionally obligated for the performance of all terms and conditions of the RFP and the resulting Contract applicable to Proposer. The Proposal shall specify those services to be performed by such primary joint participant and those services to be performed by each other joint participant. Each joint participant other than the primary joint participant (who shall be obligated as described above) shall be unconditionally obligated for the performance of all terms and conditions of the RFP and the resulting Contract applicable to the services to be provided by such joint participant. **The cite reference to item 4.7.1 (2) in the third line of this section is incorrect, the correct cite is 4.7.2 (1).**

INTRALOT's proposal does not involve Joint Participants. The INTRALOT proposal does include various subcontractors and HUB agreements.

- 4) *External Borrowing.* If the Proposer plans to fund its obligations under the Contract with borrowing from one or more external sources, the Proposer must provide a commitment letter in an appropriate amount and in form and substance acceptable to the Lottery, from a creditor or other obligors acceptable to the Lottery.

INTRALOT, S.A. will provide all financial resources required to implement and operate the Texas Lottery Systems for the life of the contract from our internal self funded cash reserves, our ability to generate strong cash flow, and our revolving credit facility of 500m Euros. It is agreed that INTRALOT, S.A. the parent company of INTRALOT, Inc. will certify in writing in a form acceptable to the Lottery, the availability of its resources to INTRALOT, Inc. INTRALOT, S.A., the parent entity, agrees to be held accountable for all terms and conditions of the RFP and the resulting contract and shall execute the Contract as guarantor, with such guarantor agreement to be mutually drafted between INTRALOT, S.A. and the Texas Lottery at the time that Texas selects INTRALOT as the apparent successful bidder for the project.

- 4.7.3 The Proposal must include an undertaking by the Successful Proposer to notify the Texas Lottery of a change in financial condition during the Contract term and any renewal thereof. If a Proposer experiences a material adverse change during the period prior to the award of any Contract pursuant to the RFP, or if the Successful Proposer experiences a material adverse change during the term of the Contract or any extension thereof, the Proposer shall notify the Texas Lottery in writing of such change at the time the change occurs or is identified. Failure to notify the Texas Lottery of such material adverse change will be sufficient grounds for rejecting the Proposal or terminating any Contract. The term "material adverse change" shall change or changes that individually or in the aggregate are materially adverse to (i) properties, Business, results of operations or financial condition, taken as a whole, of the Proposer or other applicable obligor, (ii) the ability of the Proposer or such other obligor to perform its or their obligations under the Contract, or (iii) the legality or enforceability against the Proposer or such obligor of the Contract.

INTRALOT understands and agrees to notify the Texas Lottery of a change in financial condition during the Contract term and any renewal thereof. If INTRALOT experiences a material adverse change during the period prior to the award of any Contract pursuant to the RFP, or if INTRALOT experiences a material adverse change during the term of the Contract or any extension thereof, INTRALOT will notify the Texas Lottery in writing of such change at the time the change occurs or is identified.

INTRALOT understands and agrees that failure to notify the Texas Lottery of such material adverse change will be sufficient grounds for rejecting the Proposal or terminating any Contract. INTRALOT understands and agrees that the term "material adverse change" shall mean any change or changes that individually or in the aggregate are materially adverse to (i) the assets, properties, Business, results of operations or financial condition, taken as a whole, of INTRALOT, (ii) the ability of to perform its obligations under the Contract, or (iii) the legality or enforceability against INTRALOT.



4.7.4 Supplemental Information

Provide the following information in narrative form in order to assist the Lottery staff in evaluating the financial soundness of the Proposer:

1) Off-Balance Sheet Arrangements.

Describe the Proposer's off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on the Proposer's financial condition, changes in financial condition, revenues or expenses, results of operations liquidity, capital expenditures or capital resources that could reasonably be deemed to be material to the financial soundness of the Proposer. In preparing the response to this item, Proposer should refer to the disclosure instructions relating to off-balance sheet arrangements set forth in Securities and Exchange Commission Regulation S-K, in paragraph (a)(4) of Item 303.

INTRALOT is subject to reporting regulations required by the ATHENS STOCK EXCHANGE and the Hellenic Capital Markets Commission and complies as a listed entity with the INTERNATIONAL FINANCIAL ACCOUNTING STANDARDS rules and regulations and as such has no off-balance sheet arrangements as these provisions or arrangements are not allowed for publicly traded companies.

2) Defaults on Securities.

- (a) If there has been any material default in the payment of principal, interest or any other material default not cured within 30 days, with respect to any indebtedness of the Proposer or any of its significant subsidiaries exceeding 5 percent of the total assets of the Proposer and its consolidated subsidiaries, describe the indebtedness (including the amount thereof) and the nature of the default.

Neither INTRALOT S.A. nor any of its subsidiaries has ever had a default of any kind in the payment of principal, interest or any other default, with respect to any indebtedness of INTRALOT S.A. or any of INTRALOT's S.A. significant subsidiaries; hence there is no information to report as of the writing of this proposal.

- (b) If any material arrearage in the payment of dividends has occurred or if there has been any other material delinquency not cured within 30 days, with respect to any class of preferred stock of the Proposer, or with respect to any class of preferred stock of any significant subsidiary of the Proposer, give the title of the class and state the nature of the arrearage or delinquency. In the case of an arrearage in the payment of dividends, state the amount and the total arrearage.

INTRALOT has no preferred stock and therefore no arrearage in the payment of dividends or other delinquencies have occurred, nor with respect to any class of preferred stock of any significant subsidiary of INTRALOT.

- 3) Business Plans. Describe any business plans, including any planned acquisitions, that Proposer or any of its significant subsidiaries has which, if implemented, could be reasonably be expected to constitute a significant risk factor to the future financial soundness of the Proposer.

There are no planned acquisitions by INTRALOT as of the time of the writing of this proposal. Should any acquisitions or business plans or opportunities present themselves before the award of this contract, and after the submission of this proposal, INTRALOT agrees to notify the Texas Lottery, RFP contact listed in this RFP with the appropriate information.

4) Liquidity and Capital Resources.

- (a) Describe any known trends or any known demands, commitments, events or uncertainties that will result in or that are reasonably likely to result in the Proposer's liquidity increasing or decreasing in any material way. If a material deficiency is identified, indicate the course of action that the Proposer has taken or proposes to take to remedy the deficiency. Also identify and separately describe internal and external sources of liquidity, and briefly discuss any material unused sources of liquid assets.

As of the writing of this proposal, there are no known demands, commitments, events or uncertainties that may affect INTRALOT's liquidity in a material way. INTRALOT has a very strong financial position and multiple sources of financing in order to meet its short term and long term financial requirements and to finance its potential needs, which is a significant advantage over its competitors, given the current financial crisis.

Concerning short term liquidity, the INTRALOT Group's liquidity ratios, as of December 31, 2009, are more than adequate:

- Current Assets: €458.6m
- Current Liabilities: €193.2m
- Inventories: €52.1m
- Current Ratio: Current Assets/ Current Liabilities= 2.4x
- Quick Ratio: (Current Assets-Inventories)/ Current Liabilities=2.1x

Concerning INTRALOT's capacity to raise additional funds, if required:

- In December 2007, INTRALOT established a 5-year revolving credit facility (RCF) of 500 million Euros, approximately \$625 million dollars. As per the financial statements as of December 31, 2009, only 40% of this facility has been utilized, providing the INTRALOT Group with significant additional liquidity, immediately accessible and at a very low cost, should this prove to be necessary.
- According to INTRALOT's FY2009 consolidated financial statements, ending December 31st 2009, the cash balance reached €219.1m plus a €14.0m investment in high grade corporate bonds, while bank debt plus the convertible bond reached €486.5m (€18.3m short-term and €468.3m long-term), shaping net debt at €253.4m. Adjusted EBITDA in FY2009 was €167.9m, thus the Net Debt/EBITDA ratio shaped at a very low level of 1.5x, while the sector's average



is 3.0x. This means that INTRALOT has the capability to raise a substantial amount of additional funds if required.

- (b) Describe the Proposer's material commitments for capital expenditures as of the end of the latest fiscal year for which financial statements are being furnished, and indicate the general purpose of such commitments and the anticipated source of funds needed to fulfill such commitments. Also describe any known material trends in the Proposer's capital resources. Indicate any expected material changes in the mix and relative cost of such resources. The discussion shall consider changes between equity, debt and any off-balance sheet financing arrangements.

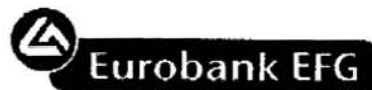
As of the end of fiscal year 2009, INTRALOT has a commitment of approximately €60 million capital expenditures, which include CAPEX for maintenance and CAPEX for new projects that the INTRALOT Group has already signed. The cost of financing is predetermined and will not change, even in the case that the INTRALOT Group's net debt to EBITDA ratio increases above the current 1.5x as long as this rate remains below 3.0x.

As mentioned under letter (a) above, the INTRALOT Group can utilize its significant pool of cash from the Balance sheet of 233m Euros as of December 31, 2009 and its revolving credit facility with remaining funds of 300 m Euros which is available (40% of the 500m Euro revolving credit facility are currently utilized). A cash balance of 233m Euros and available credit of 300m Euros taken together could provide up to 533 m Euros or approximately \$650 million dollars to setup and operate the Texas project.

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SYNDICATED & SPECIALIZED WHOLESALE BANKING LENDING ADMINISTRATION DIVISION

**13, Panepistimiou street (1st floor), 105 64 Athens
Tel. + 30 210 32 11 381/382 Fax: + 30 210 33 11 103**

**To: Texas Lottery Commission
Cc: Intralot Finance UK Plc**

Athens, June 16th, 2010

EFG Eurobank Ergasias SA acting as Agent of EURO 500 Million Syndicated Facility Agreement dated 21/12/2007 for INTRALOT FINANCE UK PLC, would like to confirm that the available balance of the above mentioned Loan was EURO 300.000.000 as at June 15th 2010.

Yours faithfully,

**Signed for and on behalf of
EFG Eurobanks Ergasias SA, acting as Agent**

KONSTANTINA VOUDOURI

PANAGIOTA N. SPYROPOULOU



- 4.7.5 The Texas Lottery reserves the right to require any additional information necessary to evaluate the financial soundness of the Proposer or other applicable obligors, or their ability to perform the obligations under the Contract.

INTRALOT understands and agrees that the Texas Lottery has the right to require any additional information necessary to evaluate the financial soundness of INTRALOT or other applicable obligors, or their ability to perform the obligations under the Contract.

4.8 Background Investigations

- 4.8.1 The Texas Lottery Commission may initiate investigations into the backgrounds of any (a) Apparent Successful Proposer; (b) any of the Apparent Successful Proposer's officers, directors, investors, owners, partners and other principals, as more particularly described in Texas Government Code Ann. § 466.155, (collectively, Apparent Successful Proposer Principals); (c) any of Apparent Successful Proposer's employees; (d) any of Apparent Successful Proposer's subcontractors, or subcontractors' officers, directors, investors, owners, partners, principals or employees (collectively, Subcontractor Personnel); or (e) any other associates of the Apparent Successful Proposer it deems appropriate. The Texas Lottery Commission may also request background information for a spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of the Apparent Successful Proposer, any Apparent Successful Proposer Principals, or Apparent Successful Proposer employees described above. Such background investigations may include fingerprint identification by the Texas Department of Public Safety, the Federal Bureau of Investigation, and any other law enforcement agency. The Texas Lottery may reject a Proposal and/or terminate any Contract resulting from this RFP based solely upon the results of these background investigations. **The Apparent Successful Proposer shall pay all costs incurred by the Texas Lottery Commission in conduction the initial vendor background investigation. To facilitate the payment of these costs, the Successful Proposer shall post funds with the Texas Lottery from which the Texas Lottery can draw to pay for such costs and shall replenish those funds, as requested by the Texas Lottery should the Texas Lottery determine that additional funds are required.**

INTRALOT understands and agrees to comply with the requirements of Section 4.8.1 above.

- 4.8.2 In order to facilitate the background investigations, the Apparent Successful Proposer, including the parent or subsidiary of the Apparent Successful Proposer, shall complete and return:
- (a) The Texas Lottery's Background Information Certified List of Vendor Principals Form (Attachment E-2) within three (3) Working Days after the written Announcement of the Apparent Successful Proposer by the Texas Lottery.

INTRALOT understands and agrees to comply with the requirements of Section 4.8.2.(a) above.



- (b) The Texas Lottery's Background Packet (Attachment E) within ten (10) Working Days after the written Announcement of the Apparent Successful Proposer by the Texas Lottery.

INTRALOT understands and agrees to comply with the requirements of Section 4.8.2.(b) above.

- (c) The "Personal Background Disclosure Form" (Attachment E-1) for all Apparent Successful Proposer Principals and any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of an Apparent Successful Proposer Principal within ten (10) Working Days after the written Announcement of the Apparent Successful Proposer by the Texas Lottery.

INTRALOT understands and agrees to comply with the requirements of Section 4.8.2.(c) above.

4.8.3 The Texas Lottery reserves the right to require additional background information.

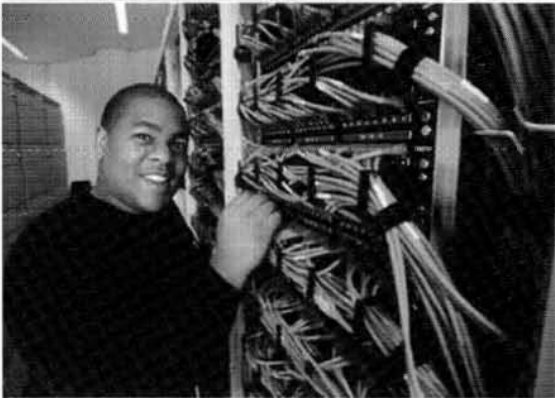
INTRALOT understands and agrees that the Texas Lottery reserves and has the right to require additional background information.



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intralot

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INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Arkansas State Lottery USA	Mr. Ernie Passailaigue Director Union Plaza Building 124 West Capitol Ave. Little Rock, AR 72201 501-683-2060 Email: Ernie. Passailaigue @Arkansas.gov	On-line Lottery Gaming System New Lottery Startup	60,000,000 INTRALOT INC is the prime contractor.	2006 – 2014 7 years (3 year extension option)	3,200 microLOT+ Terminals 3,200 TC (Ticket- Checkers) Up to 500 TVMs (final quantity not determined as of Oct 09, Ticket Vending Machines)	<ul style="list-style-type: none"> On-line Lottery Gaming System Point of Sale Terminals and Ticket-Checkers Supply and Support of TVMs, On-line and Instant ticket Vending Supply, Installation and Maintenance of Central System (primary and disaster) and Customer Terminals, as well as Multi Purpose Terminals LOTOS™ O/S and Instant Ticket Management System, auto replenishment of instant tickets, Cole Order Pad, packaging & courier distribution Operation of On-line games and Instant Tickets Complete operation of Back Office Systems, including Warehousing,



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
						Instant Ticket Inventory, auto re- order and Distribution of Instant Tickets. <ul style="list-style-type: none">• Communication Network• Support and Maintenance services• Training• Marketing Support Services• Help Desk



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
District of Columbia USA	Mr. Buddy Roogow Director 2101 Martin Luther King, Jr. Avenue, S.E. Washington, D.C. 20020-5731 (202) 645- 8000 Email: <u>buddy.roogo w@dc.gov</u>	On-line Lottery Gaming System Conversion from GTECH system	38,000,000 INTRALOT INC is the prime contractor.	2010 – 2015 5 years (4 year extension option)	625 Photon Terminals 625 TC (Ticket- Checkers) 200 TVMs Ticket Vending Machines 100 Coronis MP self service online machines	<ul style="list-style-type: none"> • On-line Lottery Gaming System • Point of Sale Terminals and Ticket-Checkers • Supply and Support of TVMs, On-line and Instant ticket Vending • Supply, Installation and Maintenance of Central System (primary and disaster) and Customer Terminals, as well as Multi Purpose Terminals • LOTOS™ O/S and Instant Ticket Management System, auto replenishment of instant tickets, Cole Order Pad, packaging & courier distribution • Operation of On-line games and Instant Tickets • Complete operation of



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name	Project Description	(Estimated) Contract	Contract Start / End Dates	Number/ Type of Terminals	TYPE OF SERVICES
	Title Address Telephone Number	Installation Type	Value in US\$	Contract Term		
						Back Office Systems, including Warehousing, Instant Ticket Inventory, auto re- order and Distribution of Instant Tickets. <ul style="list-style-type: none">• Communication Network• Support and Maintenance services• Training• Marketing Support Services• Help Desk



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Idaho State Lottery USA	Mr. Jeff Anderson Director 1199 Shoreline Lane Boise, ID 83702 USA 208-334-2600 Email: janderson@Lottery.idaho.gov	On-line Lottery Gaming System Conversion from GTECH	32,400,000 INTRALOT INC is the prime contractor.	2006 – 2014 7 years (3 year extension option)	1,100 CORONIS HE (High End) Terminals 600 CORONIS TC (Ticket- Checkers) Up to 500 ITVM (Instant Ticket Vending Machines)	<ul style="list-style-type: none"> On-line Lottery Gaming System Point of Sale Terminals and Ticket-Checkers Supply and Support of TVMs, On-line and Instant ticket Vending Supply, Installation and Maintenance of Central System (primary and disaster) and Customer Terminals, as well as Multi Purpose Terminals LOTOS™ O/S and Instant Ticket Management System, auto replenishment of instant tickets, Cole Order Pad, packaging & courier distribution Operation of On-line games and Instant Tickets and Pull Tabs



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
						<ul style="list-style-type: none"> • Complete operation of Back Office Systems, including Warehousing, Instant Ticket Inventory, auto re-order and Distribution of Instant Tickets. • Communication Network • Support and Maintenance services • Training • Marketing Support Services • Help Desk



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Louisiana Lottery Corporation USA	Ms. Rose Hudson President 555 Laurel Street Baton Rouge, LA 70801 USA 225-297-2002 Email: rose.hudson@louisianalottery.com	On-line Lottery Gaming System Conversion from GTECH	84,000,000 INTRALOT INC is the prime contractor.	2010 – 2020 10 years 2 (1) year extension options	2,800 PHOTONS CORONIS TC (Ticket- Checkers) ITVM (Instant Ticket Vending Machines)	<ul style="list-style-type: none"> • On-line Lottery Gaming System • Point of Sale Terminals and Ticket-Checkers • Supply and Support of TVMs, On-line and Instant ticket Vending • Supply, Installation and Maintenance of Central System (primary and disaster) and Customer Terminals, as well as Multi Purpose Terminals • LOTOS™ O/S and Instant Ticket Management System, auto replenishment of instant tickets, Cole Order Pad, packaging & courier distribution • Operation of On-line games and Instant Tickets and Pull Tabs • Complete operation of



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name	Project Description	(Estimated) Contract	Contract Start / End Dates	Number/ Type of Terminals	TYPE OF SERVICES
	Title Address Telephone Number	Installation Type	Value in US\$	Contract Term		
						Back Office Systems, including Warehousing, Instant Ticket Inventory, auto re- order and Distribution of Instant Tickets. • Communication Network • Support and Maintenance services • Training • Marketing Support Services • Help Desk



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Montana Lottery USA	Mr. George Parisot Director 2525 North Montana Ave, Helena MT 59601-0598 USA 406-444-5800 Email: gparisot@mt.gov	On-line Lottery System Conversion from SGI	27,000,000 INTRALOT INC is the prime contractor.	7 years with 3 (1) year options that were exercised on 8- 18-09	600 CORONIS HE (High End) Terminals 500 MicroLOT Terminals (MSA Retailer capacity for 1,700 licensees) 500 CORONIS TC (Ticket- Checkers)	<ul style="list-style-type: none"> • On-line Lottery Gaming System • Supply, Installation and Maintenance of Central System (primary and disaster) • Point of Sale Terminals and Ticket-Checkers • LOTOS™ O/S and Instant Ticket Management System, Telemarketing, Packaging & Courier Distribution • Communication Network • Project Management Services, Support and Maintenance Services and Training • Marketing • In-State Hotline Center • Montana Sports Action - Fantasy Sports Betting



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
State of Nebraska, Department of Revenue, Lottery Division USA	Mr. James M. Haynes Director P.O Box 98901 Lincoln, Nebraska 68509 USA 402-471-5629 Email: jim.haynes@nebraska.gov	Supply and Operation of an On-line Lottery Gaming System for On-line Games Conversion from GTECH	13,500,000 INTRALOT INC is the prime contractor.	2004 – 2011 7 years with 2 years extension option	1,100 CORONIS HE (High End) Terminals 100 CORONIS HEE (High End Extended) Terminals 1,150 CORONIS TC (Ticket- Checkers)	<ul style="list-style-type: none"> • On-line Lottery Gaming System • Procurement and Installation of a Central Computer System, Customer Terminals, Tri-color Single Line Lottery Displays, Gaming Operating System application software and the Communication Network • LOTOS™ O/S Operating System • Customer Service Representatives – provide Installation, Service and Maintenance for the Terminals, related peripherals and Satellite equipment • Marketing Services



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
<ul style="list-style-type: none">• Maintenance of Hardware and Software• Training for Lottery employees and Retailers• Customer Assistance Center• Disaster Site (same type of Equipment as for the Primary Site) and Support• Provide "Pass-thru" for the Scratch related transactions• Supply remotely updated Jackpot signs						



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
State of New Hampshire, Lottery Division USA	Mr. Rick Wisler Executive Director P. O. Box 1208 Concord, New Hampshire 03302 USA 603-271-3391 Email: Rick.a.wisler@ lottery.nh.gov	Supply and Operation of an On-line Lottery Gaming System for On-line Games Conversion from SGI	24,000,000 INTRALOT INC is the prime contractor.	6 years with One 4 year renewal Start July 1, 2010 End June 30, 2016	1,400 microlot+ retailer POS terminals 300 Winstation Ticket Vending Machines	<ul style="list-style-type: none"> • On-line Lottery Gaming System • Point of Sale Terminals and Ticket-Checkers • Supply and Support of TVMs, On-line and Instant ticket Vending • Supply, Installation and Maintenance of Central System (primary and disaster) and Customer Terminals, as well as Multi Purpose Terminals • LOTOS™ O/S and Instant Ticket Management System, auto replenishment of instant tickets, Cole Order Pad, packaging & courier distribution • Operation of On-line games and Instant Tickets and Pull Tabs • Complete operation of



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	Title Address Telephone Number	Installation Type	Value in US\$	Contract Term		
						Back Office Systems, including Warehousing, Instant Ticket Inventory, auto re- order and Distribution of Instant Tickets. <ul style="list-style-type: none"> • Communication Network • Support and Maintenance services • Training • Marketing Support Services • Help Desk



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New Mexico Lottery Authority USA	Mr. Thomas Romero Executive Director 4511 Osuna Road N.E. Albuquerque, New Mexico 87199-3130 USA 505-342-7600 Email: trmero@nmLottery.com	Supply and Operation of an On-line Lottery Gaming System for On-line Games Conversion from GTECH	27,000,000 INTRALOT INC is the prime contractor.	2008 - 2015 7 years (with 3 one year extension option)	1,200 CORONIS MicroLOT (with the option to expand to 1,500 terminals) 225 ITVM (Instant Ticket Vending Machines) 500 TC (Ticket- Checkers)	<ul style="list-style-type: none"> On-line Lottery Gaming System for Lottery games & betting, instant ticket validations Procurement and Installation of a Central Computer System, Customer Terminals, Full Video Player Advertising Displays, Gaming Operating System application software and the Communication Network Supply of Ticket Vending Machines LOTOS™ O/S and Instant Ticket Management System Marketing Services Maintenance of Hardware and Software



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
						<ul style="list-style-type: none"> • Training for Lottery Employees and Retailers • Customer Assistance Center • Disaster Site (same type of Equipment as for the Primary Site) and Support • Internal Control System (ICS)



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Ohio Lottery Commission USA	Mr. Michael Dolan Executive Director 615 W. Superior Avenue Cleveland, Ohio 44113 USA 216-774-5900 Email: michael.dolan@olc.state.oh.us	Supply and Operation of an On-line Lottery Gaming System for On-line Games Conversion from GTECH	170,000,000 INTRALOT INC is the prime contractor.	2009 – 2019 2 years (with 4 (2) year extension options) Start-up 7/2009 Currently signed a 1 yr implementation contract that upon successful completion is anticipated to result in the first of potentially 5, two-year contracts.	12,000 with a mix of CORONIS HEE (8,000) and MicroLOT (4,000) 2,000 ITVM (Instant Ticket Vending Machines) 700 MP (Multi- Purpose) 10,000 TC (Ticket- Checkers) 5,000 Star- lites, 2,500 Wireless Instant Ticket Readers, 2,500 PADs	<ul style="list-style-type: none"> • On-line Lottery Gaming System for Lottery games & betting • Procurement and Installation of a Central Computer System, Customer Terminals, Tri-color Single Line Lottery Displays, Gaming Operating System application software and the Communication Network • Supply of Ticket Vending Machines • LOTOS™ O/S and Instant Ticket Management System • Marketing Services • Maintenance of Hardware and Software • Training for Lottery Employees and



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
				<p>Note: Under Ohio law the State can only grant contracts for 2 years at a time in order to conform to the State's bi-ennium budget cycle.</p>		<p>Retailers</p> <ul style="list-style-type: none"> • Customer Assistance Center • Disaster Site (same type of Equipment as for the Primary Site) and Support



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

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State of Ohio Department of Administrative Services General Service Division Office of Procurement Services USA	Hugh Quill Director Ohio Department of Administrative Services General Service Division 4200 Surface Road Columbus, Ohio 43228 USA 614-466-5090	Cooperative Services for the Ohio Lottery Commissions Conversion from SGI	44,000,000 INTRALOT INC is the prime contractor.	2009 - 2017	N/A	Cooperative Services • Instant Ticket • Warehousing • Distribution • Telemarketing



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South Carolina Education Lottery USA	Ms. Leslie Vang IT Director P. O. Box 11949 Columbia, South Carolina 29211 USA 803-737-2288 Email: Leslie.Vang@S CLOT.com	On-line Lottery Gaming System and Support Services Conversion from SGI	47,445,300 (Contract Value 67,779,000 – if all extensions are exercised) INTRALOT INC is the prime contractor.	2008 – 2015 7 years with 3 (1) year extension options	3,800 CORONIS MicroLOT Terminals 1,800 TC (Ticket- Checkers)	<ul style="list-style-type: none"> • On-line Lottery Gaming System • Supply, Installation and Maintenance of Central System (primary and disaster) and Customer Terminals as well as Multi Purpose Terminals • LOTOS™ O/S and Instant Ticket Management System, telemarketing, packaging, distribution and courier delivery • Operation of On-line games and Instant Tickets • Communication Network • Support and Maintenance services • Training and Marketing Support Services • Help Desk



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
State of Vermont, Lottery Division USA	Mr. Alan Yandow Executive Director 1311 US Route 302 Berlin-Suite 100 Barre, Vermont 05641-2399 USA 802-476-0100 Email: ayandow@vtlot tery.com	Supply and Operation of an On-line Lottery Gaming System for On-line Games Conversion from SGI	18,000,000 INTRALOT INC is the prime contractor.	6 years with Two renewal periods of two years each Start July 1, 2010 End June 30, 2016	750 Photon or microlot+ POS retailer terminals Winstation Ticket Vending machines are under discussion for deployment after the start of the contract	<ul style="list-style-type: none"> • On-line Lottery Gaming System • Point of Sale Terminals and Ticket-Checkers • Supply and Support of TVMs, On-line and Instant Ticket Vending • Supply, Installation and Maintenance of Central System (primary and disaster) and Customer Terminals, as well as Multi Purpose Terminals • LOTOS™ O/S and Instant Ticket Management System, auto replenishment of instant tickets, Cole Order Pad, packaging & courier distribution • Operation of On-line games and Instant Tickets and Pull Tabs • Complete operation of



INTRALOT – LIST OF REFERENCES AND CONTRACTS – NORTH AMERICA

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
						Back Office Systems, including Warehousing, Instant Ticket Inventory, auto re- order and Distribution of Instant Tickets. • Communication Network • Support and Maintenance services • Training • Marketing Support Services • Help Desk



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
11 Lottery State Organizations Argentina	Mr. Guillermo Marti Chief Executive Officer Esmeralda 130, 5th floor Buenos Aires, Argentina (011) 54 11 4393 2440	Supply of Lottery Operating System NEW	35,490,000 TECHNOACCIO N SA, a subsidiary of INTRALOT S.A. is the prime contractor	11 exclusive contracts from 3 to 7 years with the respective Lottery organizations within the states of Argentina	7,500 Terminals	<ul style="list-style-type: none"> On-line Lottery Gaming System for the operation of Lottery games in the states of Argentina



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Victoria Commission for Gamble Regulation – Victoria State\Australia	Mr. Peter Cohen - Executive Commissioner (011) 61 39 651 3333 E-mail: peter.cohen@v cgr.vic.gov.au	License for the Authorized Lotteries including Lottery and Instant Ticket Games	493,463,383 INTRALOT Australia PTY Limited is the prime contractor, a subsidiary of INTRALOT S.A.	July 2008 – 2018 Ten Year Contract	600 CORONIS High-End Terminals 600 CORONIS MicroLOT Terminals	<ul style="list-style-type: none"> • Provision of: • Gaming Operating System LOTOS™ O/S • Central Computer System Primary and Disaster sites (Hardware & Software) • Telecommunication Infrastructure • Call Center Equipment • Gaming Application Software • Terminal Application Software • Customer Gaming Terminals • Spare Parts of the Gaming Terminals • Consumables and Instant ticket distribution • Provision of the following Services: • Sell and/or organize



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Lottery Name / Gaming Enterprise Location	Contact Name	Project Description	(Estimated) Contract	Contract Start / End Dates	Number/ Type of Terminals	TYPE OF SERVICES
	Title Address Telephone Number	Installation Type	Value in US\$	Contract Term		
						<p>the sale of tickets or entries whether directly or indirectly through distributors which will be appointed or engaged by INTRALOT Australia PTY Limited and through electronic means of distribution</p> <ul style="list-style-type: none"> • Pay the respective prizes to players • Operate a random number generator • Carry out a draw of numbered balls or other things or arranging for a public Lottery to be connected directly or indirectly to an event and manufacture or arrange for the manufacturing of instant Lottery tickets • Installation and



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name	Project	(Estimated)	Contract Start /	Number/ Type	TYPE OF SERVICES
	Title	Description	Contract	End Dates	of Terminals	
	Address	Installation Type	Value in US\$	Contract Term		
	Telephone Number					
						Implementation Services <ul style="list-style-type: none"> • Training Services, Distribution of Consumables • Maintenance and Technical Support Services • Marketing Services, Hotline Services



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Lotteries Commission of Western Australia Western Australia	Mr. Don Wharton Director of Information Services 74 Walters Drive, Osborne Park, Western Australia 6017, PO Box 1113, Osborne Park, Western Australia 6017 (011) 61 89 340 5100	Supply of On-line Gaming Operating System and related Services NEW	17,050,000 INTRALOT Australia PTY Limited is the prime contractor, a subsidiary of INTRALOT S.A.	2007-20013 5 years (with 5 one year extension option)	700 CORONIS High-End Terminals, 30 CORONIS MicroLOT Terminals, 20 CORONIS IPT Terminals, 650 CORONIS Ticket- Checkers	<ul style="list-style-type: none"> • Supply of an On-line Lottery Gaming System for the operation of Lottery games • Central Computer System with Primary and Disaster Sites (Hardware & Software) • Customer Gaming Terminals • Game Application Software • Terminal Application Software • Training Services • Maintenance & Support Services of the Central System and the Gaming Operating System • Consumables • Project Management Services • Communication Network



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
LOTERJ - LOTTERIA DO ESTADO DO RIO DE JANEIRO Brazil	Mr. Sergio Ricardo Martins de Almeida President Rua Sete de Setembro 170 – Centro – RJ – CEO 20050.002 Brazil (011) +5521- 2332+ 6433 Operation Direct 6443 Administrator Direct 6436 Main PBX	Supply of On-line Lottery Gaming Operation Systems, Instant Lottery/Tickets and Related Services	210,000,000 OLTP PROCESSAMEN TO DE TRANSAÇÕES ONLINE LTDA is the prime contractor. INTRALOT DO BRAZIL is the main shareholder (91%) which is subsidiary of INTRALOT SA	2008 - 2015 2 years (with an extension option of 5 years)	1,000 Terminals Terminal type is under negotiation	<ul style="list-style-type: none"> • Central System (Hardware & Software) • LOTOS™ Application Software • Gaming Application Software • Lottery Terminals • Training Services • Game Processing and Central System Services • Maintenance and Technical Support of Terminals, Software and Hardware Maintenance • Provision and Distribution Services



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Eurofootball Ltd Bulgaria	Mrs. Nikos Arsenopoulos Chief Executive Officer 1 Koloman Street, 3rd floor 1618 rp Sofia, Krasno Selo Municipality, PO BOX 36, Bulgaria (011) 359 2 818 9126	Lottery System for fixed-odds wagering NEW	21,700,000 (per year) Eurofootball Ltd is the Prime Licensor. Eurofootball Ltd is subsidiary of INTRALOT S.A	2003 - 2015 10 years (Eurofootball holds the License for the operation and conduct of Betting Games since 1999 and valid until 2015)	870 CORONIS High End Terminals	<ul style="list-style-type: none"> • Fixed Odds Betting Games • On-line Lottery Operating System (LOTOS™ O/S) • Central System (Hardware & Software) • Customer Terminals • Communications Network • Training of Personnel • Fixed Odds Betting application software • Installation, operation and technical support services



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Polla Chilena de Beneficencia S.A Chile	Mrs. Maria Teresa Rosende Information Technology Manager Compania 1085, Piso 3, Santiago, Chile (011) 56 2 470 3001	Contract for the Operation of an On-line Lottery System for Lottery and Betting Games Contract for the operation of a System for alternative channels of sales for Lottery and Instant Ticket Games	100,750,000 INTRALOT de CHILE S.A, a subsidiary of INTRALOT S.A. is the prime contractor	2002-2009 7 years with 1 or 2 year extension option 2003-2009 6 years with 1 or 2 year extension option	924 ATRIS Terminals 975 CORONIS High End Terminals 318 CORNIS SL Terminals 12 Jade Aire Mobile Terminals	<ul style="list-style-type: none"> • Computerization of Polla Chilena & On-line Lottery System • Central System (Hardware & Software) • Sales & Marketing Consulting • Organizational, Operational & Technical Support Services • Customer Terminals • Telecommunication Infrastructure • Communication Network • Lottery Operating System LOTOS™ O/S • Operation of Games via Alternative Channels of Sales • Hardware & Software required for Alternative Channels of Sales (Internet, Mobile,



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
		Agreement for the management, consultancy and assistance for Fixed Odds Betting Games Conversion from GTECH		2003-2009 6 years with 1 or 2 year extension option		Interactive TV, etc.) • Alternative Channels of Sales Operating System • Installation, operation, maintenance & support services • Value Added Services (Bill payments, Tax payments, Money Transfer, etc.) • Fixed Odds Betting Games • Operation & Management of Fixed Odds Betting games • Hardware & Software required for Fixed Odds Betting games • Marketing Services and Advertising



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Empresa Territorial para la Salud (E.T.E.S.A) Columbia	Mr. Arturo Valencia Sanchez General Inspector Avenida 15 No 103-35/37, Bogota, Colombia (011) 57 1 616 7199	License for the Operation of Sports Betting (Mutual & Fixed) NEW	20,150,000 INTRALOT S.A. is the prime contractor	2004 - 2009 5 years with 2.5 year extension	880 CORONIS Slim Line Terminals 863 CORONIS IPT Terminals 100 Slot Machines (Supply and Services for Slot Machines and Central Monitoring)	<ul style="list-style-type: none"> • On-line Lottery Gaming System for Lottery Games & Betting • Supply and installation of Central Computer System, Customer Terminals, and Game Operating System application software • Provision for fixed odds betting application software. • Personnel training • Organization, operation and technical support services • Installation and Operation of Central System, Terminals, Game Operating System application software, and Communication Network



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Royal Highgate Ltd Cyprus	Psindrides Fotis General Manager 6, Demostheni Severi Str. 5th Floor, Nicosia 1080, Cyprus (011) 357 22 840 400 Fax (011) 357 22 840 500	Fixed Odds Betting Games NEW	470,000 (per year) INTRALOT S.A. is the prime contractor	1999 Open ended	100 CORONIS High-End Terminals	<ul style="list-style-type: none"> • On-line Lottery Gaming System for Fixed Odds Betting Games • Central System (Hardware & Software) • Game Application Software • Gaming Operating System LOTOS™ O/S • Training of personnel and retailers • Planning of game operations • Customer Terminals • Planning of promotions and advertising • Risk Management • Fixed prize revenues • Wide range of betting choices • Maintenance services • Sales service support • Games and marketing support services



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
DOMINICAN REPUBLIC SAJAMA Dominican Republic	Herminio Luis Iglesias Martínez System Engineer Calle José Andrés Aybar Castellanos No. 116 Edificio Don Carlos XI Piso 8, La Esperilla. Santo Domingo, DN. República Dominicana (829) 340- 4736 E-mail: hi Iglesias@gmail.com	Supply, Maintenance and Technical Support (Facilities Management)	300,000,000 INTRALOT De Chile is the prime contractor which is a fully subsidiary of Intralot SA	2008 – 2020 12 years	1,000 MicroLOT Terminals	<ul style="list-style-type: none"> • Central System (Hardware & Software) • LOTOS TM Application Software • Gaming Application Software • Lottery Terminals • LOTOS™ Financials for the Financial Management of distributors and sales agents • Telecommunication Services • Training Services • Marketing Consulting Services • Game Processing and Central System Service • Maintenance and Technical Support of Terminals • Software Maintenance • Provision and



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Lottery Name / Gaming Enterprise Location	Contact Name	Project Description	(Estimated) Contract	Contract Start / End Dates	Number/ Type of Terminals	TYPE OF SERVICES
	Title Address Telephone Number	Installation Type	Value in US\$	Contract Term		
						Distribution Services, Technical support for technical service tasks



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Loteria Na Makedonija FYROM (Macedonia)	Mr. Mitko Dimov Chief Executive Office 11A, Marsal Tito, 1000 Skopje, FYROM (Macedonia) (011) 389 2 323 5 100	Supply of gaming Operating System for Numerical Games, Instant Ticket Games, and Fixed Odds Betting Games NEW	17,830,000 INTRALOT S.A. is the prime contractor	2005-2010 5 years	245 ATRIS II Terminals	<ul style="list-style-type: none"> • Instant Tickets, Lottery games, & Fixed Odds Betting games • Central System (Hardware & Software) • Customer Terminals • Training • Communication Network • Lottery Operating System LOTOS™O/S • Instant Ticket Management System • Fixed Odds Betting application software • Project Management Services • Support Services



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FUNDACION DEL NINO Guatemala	Dimitris Maniatis General Manager Calzada Atanasio Tzul 25-00 Zona 12, Cortijo 2, Office 117 Guatemala City maniatis@intralot.com	Operation of Lottery Games	200,000,000 The consortium of INTRALOT GUATEMALA, SGLBVI LIMITED and VLTBVI LIMITED is the prime contractor. INTRALOT SA is a majority shareholder.	2008 – 2018 10 years	350 Terminals (which will grow to 2,000) Terminal type is under negotiation	<ul style="list-style-type: none"> • Central System (Hardware & Software) • LOTOS™ Application Software • Gaming Application Software • Lottery Terminals • Telecommunications • Training Services • Marketing Consulting Services • Game Processing and Central System Service • Maintenance and Technical Support of Terminals, Software Maintenance • Provision and Distribution Services.



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NordwestLotto Schleswig- Holstein GMBH & Co.KG Germany	Mr. Helmut Stracke, Managing Director Andreas-Gayk- Str, 19/21, 24033 Kiel, Germany (011) 49 431 980 5100	Supply of Customer Terminals NEW	\$3,000,000 INTRALOT S.A. is the prime contractor	2004-2009 5 years	200 CORONIS Ticket- Checkers	<ul style="list-style-type: none"> • Northwest Lotto Schleswig-Holstein GMBH & Co.KG - Customer Terminals • Supply and installation of CORONIS TC Terminals • Software Maintenance Services • Develop Software Interfacing Protocol • Organization, operation and technical support services
Nordwest Lotto und Toto Hamburg Germany	Mr. Siegfried Spies, Managing Director Uberseering 4, 22297 Hamburg (011) 49 40 63205101	Supply of a Lottery Gaming System and related services Conversion from ESSNET	\$1,000,000	2006 open-ended	N/A	<ul style="list-style-type: none"> • Northwest Lotto und Toto Hamburg - On-line Lottery Gaming System With multi-client capability • LOTOS™ Operating System • Terminal Software • Maintenance Services



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
						• Training Services



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Greek Organization of Football Prognostics (OPAP) – Betting Company S.A.	Mr. Panagiotis Pipis General IT & Business Research & Development Manager 52 Kifissou Ave, 121 323, Peristeri, Athens, Greece (011) 30 210 579 8800	Contract for the Organization (support and services) of Fixed Odds Betting games.	144,150,000 The Consortium of Betting Company S.A, INTRALOT International Ltd and INTRALOT S.A are the Prime Contractors. Betting Company S.A & INTRALOT International are subsidiaries of INTRALOT S.A	1999 – 2007 7 years with 3 years extension NOTE: OPAP decided not to extent the contract beyond the initial term of 7 years and undertook the operation of Fixed Odds Games themselves.	N/A	<ul style="list-style-type: none"> • Monitoring of the games and providing data on sales (i.e. financial data) • Risk Management Services, Analyzing and Selecting events, Designing New Games • Marketing Support Services including market research, marketing plans, and promotional activities • Sales Network Services including establishment/upgrading of point-of-sale locations and motivating staff • After-sales service support, Operation of fixed-odds betting in foreign countries through on-line
Greece – The Betting Company		Contract for the transfer of know-	100,750,000	2006 – 2007 NOTE: The	N/A	



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		how and relevant infrastructure		contract expired in accordance with its terms and conditions and succeeded in its scope		communication with Central System odds- processing and risk management • Personnel Training and Management (integrated training programs on Central System operations, application software and terminals, gaming procedures and other subjects) • Games Application Software
		Contract for the provision of equipment for the upgrade of the System and related services	149,580,000	2007 – 2010 3 years with one years extension	9,800 CORONIS™ High-End 10,415 CORONIS™ SL 7,840 CORONIS™ Ticket-	• Transfer of Know How through support and consulting services for the organization and management of betting games, • Infrastructure necessary to manage



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					Checkers	<p>the risk of the betting games including the System that will transmit data</p> <ul style="list-style-type: none"> • Concession of Customer Gaming Terminals for 6 months • Administrating of FOB • Consulting Risk Management, • Retail network monitoring, • Hot Back-up services, • Value added services, • Risk management know how transfer, • Program compilation services • Marketing Support Services including market research, marketing plans, and promotional activities, • Sales Network Services



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	Title Address Telephone Number	Installation Type	Value in US\$	Contract Term		
						including establishment/upgradi ng of point-of-sale locations • Personnel Training and Management (integrated training programs on Central System operations, application software and terminals, gaming procedures and other subjects), • Monitoring of the games and providing data on sales • Designing New Games



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Mifal Hapayis Israel	Mr. Zvi Amitai Vice President 3 Hapardes Str, Azur, 58001, Israel (011) 972 3 650 5 046	Supply of an Interactive System for the provision of On- line Services (E-pais). NEW	1,400,000 INTRALOT S.A. is the prime contractor	2005-20010 5 years	N/A	<ul style="list-style-type: none"> • On-line Lottery Gaming System • Supply of Central Computer System and Front-End Processors • Supply and installation and localization of LOTOS™ O/S module application software System for Internet gaming and payments of bills (i.e. Banks) • Customization of LOTOS™ O/S module application software and integration with GTECH on-line System and third party payment providers • Supply and installation of game application software for five numerical games • Start-up services,



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	Title Address Telephone Number	Installation Type	Value in US\$	Contract Term		
						Training, Maintenance & Support Services • Optionally, support of mobile and Interactive TV channels • Optional - consulting services.



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Autonomous Administration of the Monopoly of the State (AAMS) Italy	Mrs. Enea Ruzzettu CEO Via della Luce 34/a bis, 00153 Rome, Italy (011) 39 06 420 12370	Licenses (580) of points of sales for the operation of Sports. 9 licenses Horse- Racing Betting Games, 1 license for Internet Sports Betting and 1 license for Horse-Racing Betting NEW	400,500,000 INTRALOT ITALIA Srl, a subsidiary of INTRALOT S.A, is the prime contractor	2006-2015 9 years	1,500 Terminals	<ul style="list-style-type: none"> • Operation of sports and horse racing betting games through points of sales and alternative channels of sales (internet) • Central System • Terminal Application software • Point of Sales materials • Advertising and Promotional Activities • Training Services • Installation and Implementation Services • Risk Management Services



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number / Type of Terminals	TYPE OF SERVICES
Supreme Ventures Limited (SVL) shareholder of the Jamaica Lottery Company (JLC) BIG "A" TRACK "2003" Limited Jamaica	Paul Hoo Chairman Supreme Ventures Ltd Office: (1) 876 754-6526 Fax: (1) 876 754-2143 Cell: (1) 876 88 1-5558 4th Floor Life of Jamaica Center 28 - 48 Barbados Avenue Kingston 5 Jamaica paul.hoo@svLo	Organization, Operation and Management of Fixed Odds Betting and the Monitoring of VLTs through EMS	200,000,000 INTRALOT JAMAICA is the prime Contractor which is a fully subsidiary of INTRALOT SA	2008 – 2018 10 years with a 5 year renewal option.	400 MicroLOT Terminals (will grow to 1,000)	<ul style="list-style-type: none"> • Central System (Hardware & Software) • LOTOS™ Application Software • Gaming Application Software • Lottery Terminals • Betting Monitoring Management System • Hotline • VLT EMS • Start Up Services • Project Management Services • Training Services • Installations, Central System (H/W, S/W) Maintenance and Support Services • Telecommunications • Marketing Services • Retail Services • Fixed Odds Betting Operation services and



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name	Project Description	(Estimated) Contract	Contract Start / End Dates	Number/ Type of Terminals	TYPE OF SERVICES
	Title	Installation Type	Value in US\$	Contract Term		
	Address Telephone Number					
	tseries.com					Programs • Risk Management



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Korean Lottery Commission (KLC) South Korea	Ho-Sung Nam Chief Executive Officer (CEO) CEO Nanum Lotto Co LTD 4F Korea Telecom B/D 641, Shinnae- dong, Jungrang-gu, Seoul, Korea (011) 82 2 2721 7393 Fax. (011) 82 2 2721 7351 Email: Presidentceo@ nanumlotto.co. kr	License for the Operation of the National Lottery.	54,250,000 Nanum Lotto Co. Ltd. Is the prime contractor, Nanum Lotto Co Ltd is a consortium that INTRALOT SA participates with 15%.	2007-20012 5 years	5,000 CORONIS High- End Terminals and 4,000 MicroLOT Terminals	<ul style="list-style-type: none"> • Operation of the National Lottery • Supply of LOTOS™ O/S, Game Application Software, Terminals Application Software, Management Information System software (MIS) and Internal Control System (ICS) • Supply of 5,000 CORONIS High-End terminals and 4,000 CORONIS MicroLOT terminals Supply of Spare parts for CORONIS terminals • Implementation Services: • Overall Design of the System • Design, Supervision, Installation, and



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

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						<p>Integration and Operation of Central System</p> <ul style="list-style-type: none"> • Design, Supervision and Implementation and Operation of Call Center • Assistance in the determination of operational procedures • Design, supervision and integration and operation of the Communication Network • Overall Project Management • Start-up Services • Facility Management • Services: Ongoing Training Services & Games Design



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Magnum Corporation Berhad Malaysia	Mr.Tuen Foo Fat General Manager Magnum House, 111 Jalan Pudu, Kuala Lumpur, 55100, Malaysia (011) 60 3 20786233	Supply of On- line Lottery System and related services Conversion from ILTS	19,380,000 INTRALOT S.A. is the prime contractor	2006 - 2014 8 years (with 2 years extension option)	2,200 CORONIS High- End Terminals	<ul style="list-style-type: none"> • On-line Lottery Gaming System • Design, customize, install, implement, commission and test all the individual components (Hardware & Software) of the System including: • Central System (Primary & Disaster sites) • Internal Control System (ICS) • Data Communication equipment and Software • LOTOS™ O/S application software • Supply, scheduling and Monitoring Customer Terminals (CORONIS High-End Enhanced Terminals)



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name	Project Description	(Estimated) Contract	Contract Start / End Dates	Number/ Type of Terminals	TYPE OF SERVICES
	Title	Installation Type	Value in US\$	Contract Term		
	Address Telephone Number					
						<ul style="list-style-type: none"> • Project Management Services • Training Services • Maintenance services (Hardware & Software with the Exception of Customer Terminals)



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Lotteries & Gaming Authority – LGA (Finance & Economic Affairs of Malta) Malta	Mr. Michael Gonzi Acting Chief Executive Officer La Concorde, Abate Rigord Street, Ta'Xbiex MSD 12, Malta (011) 356 21316590	Operation of the National Lottery of Malta NEW	41,850,000 MALTCO LOTTERIES LTD, a subsidiary of INTRALOT S.A., is the prime contractor	2004-2012 8 years	400 CORONIS High-End Terminals	<ul style="list-style-type: none"> • On-line Lottery Gaming System for Lottery games & betting • Procurement & Installation of a Central Computer System • CORONIS High End Terminals • Operating System LOTOS™ O/S • Implementation and operation of the communication network. • Game Application Software Licenses for the betting games • Operation of the on-line Lottery System • Marketing Services • Maintenance of Hardware and Software • Distribution of instant tickets



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name	Project	(Estimated)	Contract Start /	Number/ Type	TYPE OF SERVICES
	Title	Description	Contract	End Dates	of Terminals	
	Address	Installation Type	Value in US\$	Contract Term		
	Telephone Number					
						<ul style="list-style-type: none">• Training for Retailers• Customer Assistance Center



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Loteria Moldovei S.A Moldova	Mr. Panagiotis Gianakopoulos General Manager Kogalniceanu 51/1 Str, MD- 2009, Chisinau, Moldova (011) 373 2 221 0229	License for Operation and Management of Lottery Numerical Games License for the Operation of Instant Tickets Games	5,500,000 Loterie Moldovei is the prime Licensor, Loterie Moldovei is subsidiary of INTRALOT SA 5,500,000	1994 Open – Ended 1995 Open – Ended	100 CORONIS IPT 50 CORONIS HE 110 VLT	<ul style="list-style-type: none"> • Central Computer System • Data Communication infrastructure • Gaming Operating System LOTOS™ O/S and Game Application Software • Customer Gaming Terminals • Spare parts of Customer Gaming Terminals and Consumables • Installation and Implementation Services • Maintenance & Support Services • Training Services for the operation and maintenance of the System • Consultant Services for



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
		License for the Operation and Management of Fixed Odds Betting Games	5,500,00	2002 Open - Ended		Marketing Campaigns <ul style="list-style-type: none"> • Design of the instant tickets games and distribuion of the instant tickets • Equipment for the upgrade of the Central System for the operation of Fixed Odds Betting Games • Customer Gaming Terminals • Spare Parts for Customer Gaming terminals and consumables • Management Services • Risk Management Services, Odds Compilation • Marketing Services • Network Support services



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
		Installation Type				
		License for the operation and management of Video Lottery games	7,000,00	2003 Open -Ended		<ul style="list-style-type: none"> • Help Desk Services • Training Services • Gaming Operating System / LOTOS™ O/S • Central Computer System Primary and Disaster sites (Hardware & Software), Gaming • Application Software, Customer Gaming Terminals • Spare Parts of the Gaming Terminals, and Consumables • Installation and Commissioning Services • Maintenance Services • Business Development services - including the expansion of the network



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
De Lotto and De Nederlandse Staatsloterij – Netherlands	Mr Jaap Starast, Director of Technology & Development – Mr Frank Vogt, ICT Manager Tel. Number: (011) 31 70 321 6641 or (011) 31 70 302 1612 E-mail: starast@lotto.n l – frank.vogt@sta atsloterij.com	Contract for the operation of the ICT Lottery (Infrastructure that will facilitate both Lotteries)	Contract Value unknown at this time INTRALOT Netherlands, a wholly owned subsidiary of INTRALOT SA, is the prime contractor	3 rd Q 2009 - 2015 7-year contract with a 3-one year extension option	1,000 CORONIS MicroLOT Terminals 4,500 IRIS Terminals	<ul style="list-style-type: none"> • Provision of: (Common for Both Lotteries): • Central Computer System Primary and Disaster sites (Hardware & Software) • Gaming Operating System LOTOS™ • Instant Ticket Management System including software for packaging, distribution and telemarketing • Customer Gaming Terminals • B-On™ (Alternative Channels Platform) • Icon Digital Imaging Technology • Customer Relation Management System • Call Center • Internal Control System (ICS)



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
						<ul style="list-style-type: none">• Provision of the following Services:• Organizational, operational and technical support services• Sales & Marketing consultancy services• Adding Value Added services• Project Management Services• Training Services• Distribution Services (Instant Tickets & Customer Gaming Terminal Consumables)



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Department of Internal Affairs New Zealand	Mr. Mike Hill Director Compliance Group 46 Waring Taylor Street, P.O.Box 10-095 Wellington, New Zealand (011) 64 4 495 7200 or (011) 64 4 495 9449	Operation of Electronic Monitoring System (EMS) NEW	30,380,000 INTRALOT NEW ZEALAND LTD, a subsidiary of INTRALOT S.A. is the prime contractor.	2005-2012 5 years (with 18 month extension and 5 year renewal option	Not Applicable	<ul style="list-style-type: none"> • Electronic Monitoring System • Supply and installation of Central System • Site Controllers • LOTOS™ Operating System • Software and Hardware maintenance • Training • Disaster Site (same type of Equipment as for the Primary Site) • System interfacing with the Department database • Operation of Electronic Monitoring System (EMS)



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Sociedad de Beneficencia Pública de Jaén, Perú	Mr. Oscar Humberto Ruíz Reátegui Chairman of the Board Ca. Simón Bolívar N° 1401 2do. Piso, Jaén, Cajamarca, Perú (011) 51 76 433262	Development and Operation of Lottery Games NEW	An estimated amount has not been calculated Sales in 2008 4,075,614	2003 - 2013 10 years (with option of additional renewals for 2 years)	1,500 ATRIS II 30 TJ8 Terminals	<ul style="list-style-type: none"> • Sociedad de Beneficencia Pública de Jaén - Operation of On-line Lottery Games Central System (Software and Hardware) • LOTOS™ Gaming Operating System • Gaming Application Software • Communications Network • Spare Parts and Consumables distribution • Instant ticket supply packaging, delivery, telephone marketing orders support • Installation and Implementation Services • Maintenance and



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Sociedad de Beneficencia de Huancayo, Perú	Mrs. Nelly H. Ninamango Vda. de Tenicela Chairwoman of the Board Jr. Cuzco Nº 1576, Huancayo, Perú (011) 51 64 212350	Development and Operation of Electronic Lottery Games and Instant Ticket Games NEW	An estimated amount has not been calculated Sales in 2008 19,202,269	1997-2010 13 years (with option of additional renewals for 3 years)	1,500 ATRIS II 30 TJS Terminals	Support services • Marketing Consultant Services • Sociedad de Beneficencia de Huancayo- Management, Implementation, performance, supervision of Lottery games • Determination of the Points of Sales (number, location) • Maintenance and Support Services, Distribution Services for consumables • Marketing Consultant Services, Cash Collection • Distribution and Management Services related to the a) fund



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Professional Soccer Sports Association	Mr. Enrique De La Rosa Espinosa General Manager Av. Javier Prado Oeste, Nº 1121, San Isidro, Perú (011) 51 144 11 531	Implementation, organization, and administration of a sports betting program NEW	An estimated amount has not been calculated Sales in 2008 4,219,738	2005-2010 5 years (with option of additional renewal for 2 years period)	1,500 ATRIS II 30 TJ8 Terminals	flows of the Lottery revenues, b) the unclaimed prizes, c) the winnings and d) the agent's commission • Professional Soccer Sports Association- Management, Implementation, performance and supervision of sports betting games • Management, Administration & Conduct of the Sports Betting Program • Marketing of the games • Administration and Distribution of profits to the winners • Distribution of the consumables • Maintenance & Support Technical Services



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number / Type of Terminals	TYPE OF SERVICES
AB Leisure Exponent Inc. Philippines	Mr. Alfredo B. Benitez President of the Board of Directors 26th floor West Tower Philippine Stock Exchange Center Building, Exchange Road, Ortigas Center Pasig City 1605, Philippines (011) 63 2 490 0151 Email: albee@bingob.c om	On-line Lottery System and Related Services NEW	2,000,000 INTRALOT S.A. is the prime contractor	2005-2010 5 years	150 CORONIS Slim Line Terminals	<ul style="list-style-type: none"> • AB Leisure Exponent Inc. - Lottery Gaming System • Procurement and Installation of a Central Computer System (including hardware, software and software applications), Customer Terminals • Gaming Operating application software (LOTOS™O/S) • Communication Network • Provision of personnel and technical training and maintenance services • Supply of Documentation



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Pacific On-line Systems Corporation (POSC) Philippines	Mr. Willy N. Ocier Chairman of the Board of Directors 2201-A, 22F/ West Tower, Philippine Stock Exchange Center, Ortigas Center, Pasig City 1605, Philippines (011) 63 2 636 5281 Email: willyo@bellecor p.com	Supply of an On- line Lottery System	15,500,000 INTRALOT S.A. is the prime contractor.	2006-2013 7 years	900 CORONIS High End Terminals	<ul style="list-style-type: none"> • POSC - On-line Lottery Gaming System • Supply, Installation and Maintenance of Central System and Operating System application software, Transaction terminals • Supply, Installation, Operation and Maintenance of Central System (Primary and Disaster site - Hardware and Software) • Customer terminals • LOTOS™ O/S application software and Games application software • Training of Personnel • On-site support and maintenance services



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Polski Monopol Loteryjny Poland	Ms. Anna Cendrowska Department Deputy Director (011) 48 22 694 5558 Anna.cendrows ka@mofnet.gov	Instant Tickets Operation NEW	62,000,000 The implementatio n of the project has been undertaken by POLLOT Sp.z.o.o, a subsidiary of INTRALOT	2002-2012 10 years	12 ATRIS Terminals	<ul style="list-style-type: none"> • Polski Monopol Loteryjny – Instant Tickets administration, distribution, and validation • Central System (Hardware & Software) • Gaming Operating System LOTOS™O/S • Instant Ticket System • Customer Terminals • Training • Project Management Services • Operation of the Project
Totolotek – Totomix S.A. Poland	Mr. Tomasz Chalimoniuk President of the Board of Directors Taneczna 18 B Warsaw, Poland	Fixed Odds Betting Operation and Horse Racing Games NEW	17,830,000 TOTOLOTEK – TOTOMIX S.A, a subsidiary of INTRALOT S.A., is the prime contractor	2006-2012 6 years	492 Terminals	<ul style="list-style-type: none"> • Totolotek – Totomix S.A. – Fixed Odds Betting Operation • Upgrade of Operational Infrastructure • Expansion of Sales Network



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
	(011) 48 22 321 0300					<ul style="list-style-type: none">• Introduction of New games• Operation of the project



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
Compania Nationala Loteria Romana (CNLR) Romania	Mrs. Liliana Minca President 20 Poenaru Bordea Str, Bucharest, Sector 3, Romania (011) 40 21 336 3440	Supply of an on- line Lottery System for Numerical Games	46,500,000 INTRALOT S.A. is the prime contractor	2000-2013 13 years	2,250 LT-1E Terminals	<ul style="list-style-type: none"> • On-Line Lottery System • Central computer System • Gaming Operating System LOTOS™ O/S • Customer Terminals • VSAT Communication Network • Central Satellite System • Support & Maintenance of the entire System • Operation of the project
		Operation of On- line Video Lottery System and Network	46,500,000 LOTROM S.A., a subsidiary of INTRALOT S.A., is the prime contractor	2003-2013 10 years	3,300VLT (Network will grow to 10,000 VLTs)	<ul style="list-style-type: none"> • On-Line Video Lottery System • Video Lottery Terminals • Video Lottery Operating System V-LOTOS™ • Interconnection with Central System and the satellite network • VSAT Communication Network



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
						<ul style="list-style-type: none"> • Maintenance Services • Operation of the project
		Operation of an on-line System for Fixed Odds Betting	8,100,000 LOTROM S.A., a subsidiary of INTRALOT S.A., is the prime contractor	2003-2013 10 years	1,800 CORONIS High End Terminals	<ul style="list-style-type: none"> • Fixed Odd Betting • Central Computer System • Customer Terminals • On-line data display • VSAT Communication Network • Call Center Infrastructure • Risk Management • Spare Parts & Consumables • Maintenance Services
		Value Added Services (Bill payments, ticketing, bank account transactions, tax	13,500,000 INTRALOT S.A. is the prime contractor	2005-2013 8 years		<ul style="list-style-type: none"> • Value Added Services • Value Added Services application software (Bill payments, Bank Transactions, Tax and



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
		& insurance programs				<ul style="list-style-type: none"> Insurance payments) Integration with 3rd party billing providers Support and Maintenance Operation of the project
		Alternative Channels of Sales (Internet, Mobile, Interactive TV, etc)	9,300,000 INTRALOT S.A. is the prime contractor	2005-2015 10 years (with extension option)		<ul style="list-style-type: none"> Alternative Sales Channels Alternative Channels of Sales Application software (Internet, Mobile, Interactive TV, etc.) Games application software Integration with 3rd party payment providers Additional Hardware & Software for the Central System Maintenance and
		NEW				



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL						
Lottery Name / Gaming Enterprise Location	Contact Name	Project	(Estimated)	Contract Start /	Number/ Type	TYPE OF SERVICES
	Title	Description	Contract	End Dates	of Terminals	
	Address Telephone Number	Installation Type	Value in US\$	Contract Term		
						Support • Operation of the Project



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
ORGLLOT LLC Russia	Mikheev Sergey Valerievich General Director 5 Kolpotsnii pereulok ,Moscow 101000 Russian Federation (011) 7 495 651 6730 (011) 7 495 651 6731	Supply of On-line System and related services NEW	155,000,000 INTRALOT OOO a subsidiary of INTRALOT SA, is the prime contractor	2007-2012 5 years	1,500 CORONIS Slim- Line Terminals 8,500 CORONIS MicroLOT Terminals	<ul style="list-style-type: none"> • Supply and operation of an On-line Lottery gaming System and the provision of related services • Supply and Installation of Central System (Hardware and Software) – Primary and Disaster Sites • Supply and Installation of Call Center • Supply and installation of LOTOS™ O/S, Game Application Software, Terminal Application Software and ICS • Supply and installation of 10,000 Gaming Terminals • Supply and installation of 10 management terminals • 20,000+ Point of Sales



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Lottery Name / Gaming Enterprise Location	Contact Name	Project Description	(Estimated) Contract	Contract Start / End Dates	Number/ Type of Terminals	TYPE OF SERVICES
	Title Address Telephone Number	Installation Type	Value in US\$	Contract Term		
						Systems <ul style="list-style-type: none"> • Provision of Start-up Services: • Train the Trainers for Agents/Retailers • Train the Trainers for Technicians • Documentation for equipment provided (User Manuals) • Start-up Operation of the System • On-site personnel • Facility Management Services • Ongoing Maintenance and support services for: • Central System (Primary and Disaster) • Call Center • Third Party Software • LOTOS™ O/S, Game Application Software,



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						Terminal Application Software and ICS <ul style="list-style-type: none"> • Repair and/or replacement of terminals spare parts for terminals • Hosting Services for the Central System (Primary and Disaster) and the call center • Operation of the System • Consultancy Services: • Marketing Research • Product Design • Advertising and Promotions • Marketing Retailers Network • Public Relations Activities



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Yugobet d.o.o Serbia	Mr. Branislav Trifcovic President of the Board of Directors Brace Kovac 62 Str, Belgrade, Serbia (011) 381 113813800	Supply of a Lottery System for the operation of Fixed odds betting games and video Lottery games NEW	2,330,000 INTRALOT S.A. is the prime contractor.	2006 Open Ended	255 Video Lottery Terminals	<ul style="list-style-type: none"> • Supply of a Lottery System for the operation of Fixed Odds Betting Games and Video Lottery Games • Provision, installation and adaptation/customization of the Operating System LOTOS™ O/S • Video Lottery Gaming Terminals • Customer Terminals • Project Management Services • Game Application Software • Terminal Application Software



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Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number / Type of Terminals	TYPE OF SERVICES
Slovenske Loterie (INTRALOT has signed an agreement to acquire a 51% stake in Slovenske Loterie, a company based in the Slovak Republic, holding licenses issued by the Slovak Ministry of Finance) Slovakia	Julius Patta, CEO Kopcianska 16, Bratislava, 85101 Slovakia (011) 421 2 63824118	Operation of Video Lottery Terminals (VLTs)	Slovenske Loterie holds the license. INTRALOT SA owns 51% stake.	2005 – 2010 5 years	VLT	Not Applicable
		Operation of Automated Roulettes		2006 – 2011 5 years		



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MINISTRY OF TRADE AND INDUSTRY - NATIONAL LOTTERIES BOARD South Africa	Mr. Bongani Aug Khumalo Chairman of the Board of Directors Rubicle Building, 313 Rivonia Road, Rivonia 2198, South Africa (011) 27 11 564 0001	Operation of National Lottery Conversion from GTECH	139,500,000 per year GIDANI PTY Limited is the prime contractor. GIDANI PTY Limited is a consortium that INTRALOT South Africa PTY Limited participates with 22.5%. INTRALOT South Africa PTY Limited is a subsidiary of INTRALOT SA.	2007-20014 7 years (1 year extension option)	8,000 CORONIS High End Terminals 1,100 MicroLOT Terminals	<ul style="list-style-type: none"> • Operation of the National Lottery • Gaming Operating System LOTOS™ O/S Central System (Hardware & Software) • Independent Verification System (Hardware & Software) • Drawing Machines • Training • Supply of Gaming Terminals • Supply of instant tickets distribution and telemarketing calling retailers • Project Management Services for the operation of the System • Maintenance Services • Management Services • Conversion from the old Operating System &



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Lottery Name / Gaming Enterprise Location	Contact Name	Project	(Estimated)	Contract Start /	Number/ Type	TYPE OF SERVICES
	Title	Description	Contract	End Dates	of Terminals	
	Address	Installation Type	Value in US\$	Contract Term		
	Telephone Number					
						Start-up services /operation of the new System



INTRALOT – LIST OF REFERENCES AND CONTRACTS – INTERNATIONAL

Lottery Name / Gaming Enterprise Location	Contact Name Title Address Telephone Number	Project Description Installation Type	(Estimated) Contract Value in US\$	Contract Start / End Dates Contract Term	Number/ Type of Terminals	TYPE OF SERVICES
AUTONOMOUS COMMUNITY OF MADRID Spain	Mr. Juan Carlos Zarzoso General Director of INTRALOT Iberia (011) 34 91 658 8364 Fax: (011) 34 91 651 9735 Email: zarzoso@INTR ALOT.com	License to Operate and Trade Fixed Odds Betting Games	N/A INTRALOT IBERIA holds the license. INTRALOT IBERIA is a subsidiary of INTRALOT SA.	2008 – 2018 5 years with an automatic renewal of 5 years		<ul style="list-style-type: none"> • Central System (software & hardware) • Game Operating System LOTOS™ 5 HORIZON • CORONIS HEE Terminals • Game Application Software • Operational Services • Marketing Services • Cash collection Services • Maintenance Services • Consumables • Risk Management Services • Organization and Operation of Fixed Odds Betting Games • Installation & Implementation Services • Training Services



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ChinaTrust Commercial Bank – CTCB Taiwan	Ruu-Tian Chang Chief Information Officer 13F, No3, Sung Shou Road, Taipei 110, Taiwan R.O.C (011) 886-2 87878818	On-line Lottery System Conversion from GTECH	54,250,000 LOTRICH is the prime contractor. INTRALOT S.A. is a 40% shareholder in LOTRICH..	2007-20014 7 years	5,292 CORONIS High- End Enhanced Terminals (with the potential for another 3,000 at later stages of the project)	<ul style="list-style-type: none"> On-line Lottery Gaming System - Supply, install and maintain the Gaming Operating System of LOTOS™ O/S Conversion from the old Operating System (G-Tech) Implementation of the Central System (Primary, Disaster Testing sites), Network System including the required equipment and/or devices, and Call Center. Supply, Installation and maintenance services for Customer Terminals (CORONIS HE). Supply, Installation and maintenance services for Management Terminals



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						• ICS System



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SPORTOTO Turkey	Mr. Ahmet Sezer General Manager of Inteltek	On-line Betting and Game Administration System for the conduct of pari mutual betting games.	372,000,000 INTELTEK S.A, a subsidiary (45%) of INTRALOT, is the prime contractor	2002-2009 7 years	1,000 ATRIS Terminals 3,000 CORONIS Slim Line Terminals	<ul style="list-style-type: none"> • On-line Betting and Game Administration System • Central System (Hardware & Software) • Gaming Operating System LOTOS™ O/S • Game application software • Alternative Channels Application Software • Customer Terminals • Project Management Services • Support Services • Telecommunication Infrastructure • Organization and Operation of Fixed Odds Betting • Risk Management System and services for Fixed Odds Betting • Sales and Marketing
	Buvukeve Cad, USO Center, No 61, Kat 12 Maslak Istanbul Turkey (011) 90 212 365 0300	Organization and Operation of Fixed Odds Betting NEW		2003-2008 6 years	6,000 CORONIS HEE – 1,000 Mobile	



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		Installation Type				
		Contract for the Operation and Technical Supply of Fixed Odds Betting Games		2008 -2018 10 years		Consulting • Customer Terminals • Operation of Fixed Odds Betting games • Training Services • Electronic Agents Software • Sales through alternative channels (mobile telephony, call centers/ivr, iTV and website portals.)

intralot

A GLOBAL LEADER
YOUR LOCAL PARTNER



INTRALOT
A BRIGHT FUTURE FOR TEXAS



Bruce Anderson, PMP

Project Role	Project Director
Proposed Position for Contract	General Manager,
Current Position with Proposer	Proposed General Manager for Texas
Description of Responsibilities for Contract	Responsible for all aspects of services and technology delivery Operational responsibility for profit and loss and service delivery and all aspects of INTRALOT leadership in Texas
Description of Qualifying Experience for Contract / Lottery Experience	<div><div>2007 – Present</div><div>Gaming Acquisition and Innovation Corp.</div><div>Operations SVP / Subject Matter Expert Responsible for strategic planning, corporate communications, product research, complex data mining and analysis, future sales and return on investment modeling and government relations. Built and presented complex financial models representing lottery growth opportunities to Wall Street's top 10 investment banks. Developed patent pending process, methodology and system to manage lottery growth. Developed a DBMS based project management system to manage project risk, communications, issues, earned value, requirements, and documentation.</div></div> <div><div>1999 – 2006</div><div>GTECH Corp.</div><div>Senior Director North American Lottery Customer Service Led North American IT Customer Service organization, 100 call center associates and 750 installation and repair technicians in 42 states and Canada. Directed call center and project operations during voice over IP telecommunications implementation. Implemented Information Technology Infrastructure Library (ITIL) processes in concert with the data centers and software development organization. Held corporate leadership role in the Problem Management, Incident Management, Service Desk, and Service Level Agreement processes. Implemented Service Level Agreements. Increased measurable efficiency by 10% a year. Created a standard hardware unit service metric which facilitated the analysis of field service efficiency for customers with different hardware configurations and quantities. Measured technician and manager efficiency and applied performance management. Directed multiple simultaneous projects that repointed 20,000 VSAT systems in six months to increase satellite diversity and reduce operational risk. Directed development of remote signal to noise measurement and analysis to identify failing installations allowing preventative maintenance and significantly reduced operational cost. Directed definition, introduction and implementation of VSAT Installation and Repair Best Practices. Led development of technology, policies and procedures for remote service management of VSAT satellite communications systems. Led development of remote VSAT signal to noise measurement and analysis to identify failing installations allowing preventative maintenance and significantly reduced operational cost.</div><div>GTECH Senior Director Michigan and Wisconsin Lottery Services Primary customer point of contact for services, systems, and software development, introduced CMMi software development, operational service improvements and service level agreements. Managed 24X7 primary and lights out backup data centers. Resolved long list of customer complaints regarding predecessor's service delivery</div></div>



resulting in delighted client.

Developed personal qualification program for computer operators, warehouse and telemarketing staff. Program included standardized knowledge and experience training followed by oral boards and certification by supervisory staff.

Led Michigan government relations campaign to convince the Governor's Office that Quick Draw Keno would help obviate a growing funding gap in state revenues.

Led Keno project and grew Keno sales/terminal from initial launch to 2nd in the US in three years. Recruited venues, geographies and optimized population per terminal. Led game design and crafted state wide retailer training program. Implemented first of its kind high resolution full motion Keno video.

Reengineered the lottery telemarketing process from retailer order acceptance to just in time push distribution. Built a retailer instant ticket sales data mart and an analysis software product that accurately predicted new and existing games sales for all price points for each retailer. This enabled shipments without over stocking. Instant sales grew 8% as a result of this change in operations.

Collaborated with customer and software delivery team to prioritize and accelerate delivery of software enhancements to drive Wisconsin's revenue growth while reducing delivery cost.

Leveraged government relations to change Wisconsin law limiting ability to increase instant ticket sales.

Led project delivery of Wisconsin's new instant ticket vending machines that was so successful that the client requested a proposal for state wide internet communications network.

Mitigated and eliminated over \$1 million of liquidated damages.

GTECH Program Manager Washington D.C. Lottery Communications Project

Took recovery lead of a troubled Washing D.C. wide area radio and ISDN network project. Refocused resolution of technical and business challenges. Resulted in delighted customer and a first of its kind secure, high volume government radio wide area network. Member of corporate new product concept team.

Other Experience

Electronic Data Systems – Managing Consultant – Govt Consulting Serv 1993-1999

Engagement manager for EDS contracts with CIOs of large federal, state and international agencies. Specialized in business process reengineering, process improvement and information technology planning.

US Postal Service-Principal Engagement Manager: Transformational technology strategies responsible for selling, staffing, scoping and deliverable quality of multiple concurrent engagements.

Universiti Putra Malaysia – Sold, scoped and delivered; Distance learning IT architecture.

City of Bangkok, Thailand – Sold, scoped and delivered: Information Technology Architecture.

Federal Emergency Management Agency (FEMA)-Engagement Leader: Business Process Reengineering of the Public Assistance Program.

Naval Supply Center, Philadelphia-Reengineered the Prime Vendor medical product certification process.

Brazilian Aeronautical Agency – Sold scoped and delivered: Information Technology Architecture.

Education

BS Zoology – Iowa State University, MS Information Systems - Naval Postgraduate School

Toula Argentis

Project Role	<i>Executive / Financial Support & Management</i>	
Proposed Position for Contract	Provides project financing and financial oversight	
Current Position with Proposer	VP / CFO	
Description of Responsibilities for Contract	Executive / Financial Support and Management Manage all financial aspects of the project Ensure timely payments are made to vendors and suppliers	
Description of Qualifying Experience for Contract / Lottery Experience	2005 – Present Vice President and Chief Financial Officer Hands-on implementation, management of all accounting/financial functions, including general accounting, financial reporting, and audits consistent with US GAAP and IFRS. Ensure compliance with all applicable regulations and/or regulatory agencies. Establish and enforce appropriate internal controls, policies and procedures. Convey financial and accounting reports as appropriate to Parent company. Assume timely payroll, corporate tax compliance, securing full advantage of all favorable federal, state and local tax codes. Develop, analyze, and interpret data to assess profitability, and performance against budget. Prepare annual budget with Parent Company. Assisting in costing and pricing models to answer state bids for Requests for Proposals (RFP's).	INTRALOT
Other Experience	1994 - 2003 Vice President - Finance and Administration Responsible for financial reporting to Corporate Headquarters that included monthly analytical reviews with actual results vs. budgets. Forecasting of monthly and quarterly revenues and expenses. Led project for integration of uniform accounting systems in the North American Region. Finalized system integration process for Sales Administration processing system with accounting software system. Implemented new standards and procedures for Sales Administration that increased order processing efficiency and provided better market analysis and sales forecasting. Converted the internal employee travel manual reservation system to a fully automated online system. Prepared and finalized annual budget with corporate office and North American Management team.	LECTRA USA
Education	<ul style="list-style-type: none"> • Graduated Concordia University in 1988 • Accounting Degree McGill University- Montreal, Quebec in 1990 	



Lynn A. Becker, CPA

Project Role	<i>Business Support and Management</i>
Proposed Position for Contract	Corporate Support
Current Position with Proposer	VP – Business Development
Description of Responsibilities for Contract	<p>Business Support and Management</p> <p>Identify customer needs and innovatively solve problems</p> <p>Elevate the point of contact within the accounts and marshal internal resources to develop relationships at all levels within the account</p> <p>Identify, build, and maintain strong relationships with customers to identify possible needs for new products and</p> <p>Participate in market and business development activities by identifying accounts that have potential and are under-developed</p> <p>Serve as a customer advocate and work continuously to develop a high level of internal communication to meet customer needs (includes customer account services, product development, and marketing and product management)</p>
Description of Qualifying Experience for Contract / Lottery Experience	<p>2002 - Present INTRALOT</p> <p>Vice President – Business Development</p> <p>Business Support and Management</p> <p>Identify customer needs and innovatively solve problems</p> <p>Elevates the point of contact within the accounts and marshals internal resources to develop relationships at all levels within the account.</p> <p>Identifies, builds, and maintains strong relationships with customers to identify possible needs for new products and</p> <p>Participates in market and business development activities by identifying accounts that have potential and are under-developed.</p> <p>Serves as a customer advocate and work continuously to develop a high level of internal communication to meet customer needs (includes customer account services, product development, and marketing and product management.</p> <p>Business Development</p> <p>Responsible for new business</p> <p>Accounting and reporting requirements</p> <p>Budgetary control; purchasing; management of subcontractors</p> <p>Day-to-day headquarters operations</p> <p>Human resource allocation and hiring</p> <p>Proposal requirement compliance</p> <p>Government and regulatory reporting compliance</p> <p>Responsible for RFP technical requirement preparation</p>



1986-2002

SCIENTIFIC GAMES

Senior Director Information Systems - (1997-2002)

Directed a team of 53 IT developers responsible for systems used by the company running Win2000, NT, UNIX, VMS, and VOS with server engines such as Oracle, MS SQL 7 and Domino.

Responsible for information technology related activities, development, systems support, and help desk, including fiscal responsibility for budgets and operating costs. Duties include programming of networks, servers, workstations, customer based transaction processing systems and asset management systems.

Experienced with large-scale rollout of servers and communication networks linked to central data centers worldwide.

Manufacturing Group Controller - (1992-1997)

Accountable for all reporting and analysis of costs, budgets, operational efficiencies, and production statistics.

Manager of Documentation - (1990-1992)

Managed a staff of five technical writers who documented over 400 COBOL and 150 C programs.

Programmer and Senior Software Engineer - (1986-1990)

On-line lotto systems, including electronic funds transfer, accounts receivable, and nightly offline processing.

Education

B.A. University of Iowa - double major in Computer Science and Accounting

CPA Certification in Iowa 1985



Wassia Ble

Project Role	<i>Financial Support - Accounting</i>	
Lottery Experience	2010 – Present Senior Staff Accountant Adjust and reconcile manufacturing inventory accounts Perform month-end manufacturing overhead allocation Oversee all accounts receivable processes & reconciliations Oversee Sales & Use Tax compliance and reporting Assist with month end close and reporting to Parent Company	Intralot, Inc.
	2009 – 2010 Staff Accountant Invoice Lotteries and Parent Company as needed Ensure purchase orders are coded to appropriate project Recorded deposits and automated bank withdrawals Performed various account reconciliations Assist with month end close and reporting to Parent Company	Intralot, Inc.
Other Experience	2009 Assurance Intern Analyzed and documented legal confirmation letters Assisted in searches for unrecorded liabilities Reviewed internal audit control testing that was relied upon during the integrated audit concerning investment income, accounts payable and general expense accruals controls.	PricewaterhouseCoopers, LLP
	2008 Tax Intern Conducted tax research for new regulations Assisted in various accounting and tax projects Recorded year-end partnership distributions Processed individuals' and partnerships' tax return using ProSeries	Donald R. Sklar & Associates, LLC
Education	<ul style="list-style-type: none">• <i>Bachelor of Business Administration in Accounting – Summa cum Laude</i> <i>Georgia State University</i>• <i>Associate of Science Degree in Business Administration – Summa cum Laude</i> <i>Georgia Perimeter College</i>	
Computer Skills	MAS, Hyperion, FAS, TValue, Microsoft FRx, Microsoft Office, Microsoft Publisher, QuickBooks, ProSeries and Lotus Notes	



Byron Boothe

Project Role	<i>Marketing Support</i>
Proposed Position for Contract	Government Relations
Current Position with Proposer	VP – Government Relations
Description of Responsibilities for Contract	Marketing Support Assist with marketing support Coordinate governmental relations efforts Responsible for Corporate Social Responsibility program
Description of Qualifying Experience for Contract / Lottery Experience	<p>February 2007–Present INTRALOT Vice President - Government Relations Responsible for assisting customers in establishing gaming opportunities and strategies within the policies of State Governments. Assist the site manager in Account Development, Retail Relations and Public Relations. Work directly and indirectly with all customers and potential customers in their desire to understand different types of gaming including but not limited to Grey machines, charitable gaming, games of skill and games of chance.</p> <p>1999-2006 GTECH CORPORATION Account Development Manager Lobbied, procured, managed GTECH Lottery and Gaming operations in Kentucky, Indiana, Tennessee Lobbied, managed new sales opportunities in Arkansas, Alabama, Mississippi</p> <p>2003-2004 Regional Director, Government Relations Facilitated GTECH's integration of Interlott Technologies Succeeded in all nine procurement and contract extension opportunities</p> <p>1999-2002 INTERLOTT TECHNOLOGIES State Sales Manager/Project Manager Responsible for \$5 million in direct sales Assisted in the development of a new lottery instant ticket vending machine(EDSQ) Developed two patents related to lottery gaming and the software interface to the online system</p>
Education	Bachelor of Science - Finance from University of Kentucky.



Paul Cainkar

Project Role	<i>Network Support</i>	
Proposed Position for Contract	Network Operations Support	
Current Position with Proposer	Sr. Network Engineer	
Description of Responsibilities for Contract	System Support Systems Engineering System design and configuration System Start-up and operations training support Prepare general and specialized documentation	
Description of Qualifying Experience for Contract / Lottery Experience	2006 - Present Senior Network Engineer Responsible for the start up of and primary contact for ongoing maintenance of systems and network communications issues on a 900 node network. Unix platforms including AIX and FreeBSD, Linux platforms including SuSE. AIX technologies includes GPFS, HACMP (clustering) with AIX 5.3 and 6. Networking theories, technologies and implementation using Cisco Equipment: Routing, Switching and Security including IP, VLAN, OSPF, BGP, MPLS, QoS, IPSEC/ISAKMP, Radius/AAA, Certificates. VPN Technologies including IPSEC, PIX/ASA, and OpenSWAN. Setup and configuration of resilient storage technologies: SAN, fiber switches, multipath, and RAID with an emphasis on IBM equipment. Enterprise monitoring software configuration and implementation: Nagios, Rancid, and MRTG. Microsoft Technologies: Exchange (and related technologies), Windows Server OSes, Active Directory, Clustering, DFS, DDNS, Group Policy, Replication, Trusts, and more. Other Common Internet technologies used: Apache/IIS/HTTP, SSH, SCP, SFTP, DNS, Postfix/SMTP, VoIP, Asterisk & SIP. Responsible for implementation of a multi-site Active Directory architecture and migration to Exchange server for all INTRALOT's business centers.	INTRALOT
Other Experience	2005 - 2006 Systems Administrator Provided enterprise wide IT support services to multiple locations. Provided final tier support for escalated call center issues regarding Software. Supported & rolled out Active Directory & Exchange in multi-site enterprise configurations involving multiple domains, child domains, forests, & trusts. Used group & security policies, structured software deployment, and imaging to reduce total cost of ownership and minimize general desktop support. Configured & maintained network topography, switches, routers, VPN equipment, LAN/WAN configurations, and SAN equipment. Installed, configured, and maintained servers utilizing the Windows 2000, Windows 2003, and Linux operating systems. Helped administer a 4,000+ user and 200+ server hosted applications platform utilizing Citrix Metaframe and related technologies. Supported other technologies as necessary to meet the company's goals including Cisco IOS, Apache, IIS, Sendmail, advanced 802.11b deployments, Voice over IP (VoIP), phone systems, MSSQL, security, network monitoring tools, and firewalls.	Marketron International



2004 - 2005

Albertson College of Idaho

Resnet Coordinator

Established and lead a program designed to provide peer support for hardware and software issues amongst 1,000 students of Albertson College.
Provided final level hardware and software support.
Supervised a staff of four.

1997 - 2003

Orbitel Communications Inc.

Network Administrator

Installed, configured, and maintained servers utilizing the Microsoft Windows NT, Windows 2000, and Linux platforms.
Installed customer premises equipment for ISDN and CENTREX circuits & interfaced them with the service provider's equipment.
Configured & maintained network topography, IP Address assignments, switches, routers including Cisco, radius servers, and 3com/USR HiperARC remote access equipment.
Installed, configured, and supported server daemons including Apache, IIS, Sendmail, Livingston Radius, and others.
Supported customers with service setup & operations who used diverse client premises equipment & software.

2000

National Baking Co.

Systems Analyst

Configured and supported computers at multiple sites and network segments.
Configured and support a Windows NT based network on both the server & client level.
Helped configure Citrix services and clients throughout the enterprise.

1997

CD Dymensions, Inc.

Computer Technician, Help Desk, & Phone Technical Support

Repaired, built, & diagnosed PCs with Windows 95, 98 and NT software & hardware problems.

**Education /
Certifications**

Albertson College of Idaho - Microsoft Certified Systems Engineer
Cisco Certified Network Associate
Microsoft Certified Systems Engineer/NT4
IBM AIX 5.3 Jumpstart for Unix Professionals



Feliberto Cruz

Project Role	<i>Network & System Support</i>
Proposed Position for Contract	All IT support, Central Systems and Network Operations Support
Current Position with Proposer	Director – Information Technology (IT)
Description of Responsibilities for Contract	<p>Communications Network and System IT Director</p> <p>Manage all personnel and functions required for implementation of the Central Site hardware</p> <p>Assist with ordering, installing and testing all Data Center System hardware components</p> <p>Work with related manufacturers, vendors to ensure timely shipments, equipment integrity</p> <p>Hire and supervise required trades-people to complete System-related construction</p> <p>Ensure compliance with local, state and federal regulations, permits and licensing requirements</p> <p>Order all site-related PCs and other office hardware</p> <p>Order all required Lottery related equipment</p>
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008 - Present INTRALOT - OHIO</p> <p>IT Director</p> <p>Manage a group/team of Network/System Engineers.</p> <p>Unix platforms including AIX and FreeBSD, Linux platforms including SuSE. AIX technologies includes GPFS, HACMP (clustering) with AIX 5.3 and 6.</p> <p>Networking theories, technologies and implementation using Cisco Equipment: Routing, Switching and Security including IP, VLAN, OSPF, BGP, MPLS, QoS, IPSEC/ISAKMP, Radius/AAA, Certificates.</p> <p>VPN Technologies including IPSEC, PIX/ASA, and OpenSWAN.</p> <p>Setup and configuration of resilient storage technologies: SAN, fiber switches, multipath, and RAID with an emphasis on IBM equipment.</p> <p>Enterprise monitoring software configuration and implementation: Nagios, Rancid, and MRTG.</p> <p>Microsoft Technologies: Exchange (and related technologies), Windows Server OSes, Active Directory, Clustering, DFS, DDNS, Group Policy, Replication, Trusts, and more.</p> <p>Other Common Internet technologies used: Apache/IIS/HTTP, SSH, SCP, SFTP, DNS, Postfix/SMTP, VoIP, Asterisk & SIP.</p>
Other Experience	<p>2007 - 2008 NORTEL CALA</p> <p>Sales Engineer</p> <p>Designed Layered Networks, Wireless LAN, Ethernet, MPLS, ATM, Frame relay/IPIP.</p> <p>Provided technical support & designs for field trials, trade-shows, customer demo center and Lab infrastructure.</p> <p>2005 - 2007 Scientific Games International</p> <p>Network Manager</p> <p>Deployment of a large scale frame relay, wireless & VPN network for terminal communications of electronic lottery retailers.</p> <p>Planned and implemented LAN & WAN systems; Scheduled and performed periodic maintenance.</p> <p>Evaluated & monitored network communications & devices.</p> <p>Provided professional expertise in the design, management and integration of computer networks.</p>



2004 - 2005

Medical Card System (MCS)

LAN Administrator

Maintained Anti-virus servers, mail servers, file servers.
Established security policies and VPN access to customers & employees.

2002 - 2004

Integration Technologies of Puerto Rico

Systems Management Consultant

Developed, designed and implement Network & Security Projects.
Designed and established Policies of project implementation.

1999 - 2002

Maycom Group Corp.

Network Administrator

Create and develop user's manuals, expertise training & support.
Managed Wireless Connectivity Projects for Internet Service Providers.
Pontifical Catholic University of Puerto Rico - Biology Sciences
Microsoft Technologies - Windows NT Workstation/Server & Windows 2000
Network Management - Hubs, Routers, Firewalls, Switches & Wireless
Certified Network and Security Products & Procedures

**Education
& Skills**



Amber DeVos

Project Role	<i>Retailer Training Coordinator</i>
Proposed Position for Contract	Retailer Training Coordinator
Current Position with Proposer	Retailer Training, Product Research / BA Support
Description of Responsibilities for Contract	<p>Retailer Training Coordinator Onsite Point of Contact for the Lottery regarding the training of all Lottery Retailers prior to and through conversion Planning, preparation and implementation of the Retailer Training Organizing and managing the training schedule, staff and content of the retailer training Maintain excellent customer relations</p>
Description of Qualifying Experience for Contract / Lottery Experience	<p>2005 - Present INTRALOT Lottery Application Specialist/ Business Analyst Develop & maintain NASPL required test scripts, summaries & test plans. Assist in SAS 70 & NASPL audits most recently in March of 2008. Worked with 8 different lottery systems on the 14 + software releases. Perform restores, backups, troubleshooting and debugging. Assisted developers in testing to come up with the quickest solutions. Assist developers in writing TDS and deployment specifications. Excellent customer relations.</p> <p>Training and Special Events Coordinator Plan, schedule and staff retailer training and special events. Develop and implement new product training material. Facilitate detailed training sessions at new Lottery retailers. Mentor a staff in retailer training, sales training and customer relations. Educate a diverse social and ethnic population about new & existing product features, functions and benefits.</p> <p>Administrative Assistant Assisted in a variety of administrative detail matters Assisted with preparation and implementation of retailer training</p>
Other Experience	<p>2002-2005 ISLAND VIEW MOTEL Manager In charge of daily operations of running a successful motel. Performed all office functions including bookkeeping, accounting, and billing. Front Desk responsibilities. Established and maintained customer and professional relations.</p> <p>2000-2001 UNIVERSITY OF NEW ENGLAND Administrative Assistant Represented the Office of the Dean to the public. Arranged for logistical support for meetings, functions, & events on & off campus. Assisted with contract processing for new, renewing, and adjunct faculty. Southern Maine Technical College - Associates Degree-Automated Office Management Thomas College - Accounting Information Systems</p>
Education	



Sarah Douglas

Project Role	<i>Human Resources Support</i>
Proposed Position for Contract	HR Manager
Current Position with Proposer	HR Generalist
Description of Responsibilities for Contract	<p>Responsible for all human resource activities to include employment, compensation, labor relations, benefits, and training and development</p> <p>Develop and maintain relationship with employment agencies, universities and other recruitment sources</p> <p>Prepare and maintain company salary structure, job documentation, and job evaluation Systems. Complete salary survey questionnaires</p> <p>Prepare process and distributes payroll</p> <p>Design and conduct new employee orientations</p> <p>Administer and explain benefits to employees, serve as liaison between employees and insurance carriers</p>
Description of Qualifying Experience for Contract / Lottery Experience	<p>April 2006–Present INTRALOT Human Resources Manager Support the Human Resources Director. Manage Payroll; Maintain ABRA, Sage, and TimeSheet databases. Assist with New Hires, Terminations, and Benefits. Assist with Recruiting, Interviewing, Backgrounds, and Training. Point of contact for HR, Payroll, and Benefits issues</p> <p>January 2006 – March 2006 Atlanta Dental Supply Sales and Marketing Administrative Assistant Supported the Vice President of Sales and Marketing and the Sales Representative Team/members. Prepared monthly sales reports. Assisted in arranging sales meetings and company events. Coordinated travel arrangements for the Sales Teams and other internal employees. Maintained the “Quickbooks” database. Assisted with catalog and quarterly publication advertising. Set-up and maintained registration for continuing education programs/seminars. Ordered business cards, shirts and other sales supplies for the company. Point of contact for the Sales Representatives and Manufacturer Representatives.</p> <p>October 2000 – December 2005 Georgia Dental Association Administrative Assistant Supported the Executive Director and Associate Executive Director. Answered incoming lines. Developed and researched articles for monthly publication (GDA Action). Assisted the Director of Member ship with Finances and Deposits, in processing membership applications, annual dues payments, membership data entry, and maintaining the GDA membership database. Performed public relations including the provision of information and referrals to the public.</p>
Education	Bachelor of Arts in Psychology - Presbyterian College in Clinton, South Carolina



Bruce Fisher, CPA

Project Role	<i>Corporate Support</i>	
Proposed Position for Contract	Corporate Accounting Support	
Current Position with Proposer	Corporate Controller - 06/2010 - Present	
Description of Responsibilities for Contract	Financial Support / Controller Assist with the project budget Ensure timely payments are made to vendors and suppliers	
Description of Qualifying Experience for Contract / Lottery Experience	2004 - 2010 Director of Project Management and Controls Vice President for Business Analysis Corporate Treasurer and Director of Internal Assurance Corporate Controller for North America Field Operations	ThyssenKrupp AG
Other Experience	1997-2003 Finance Director .Controller for International Operations . Controller for North American Operations • Manager of Manufacturing Finance • Business Unit Controller	PolyOne Corporation
Education	Widener University – MBA International Finance – California State University, Fullerton, BA Business Administration - Finance	



Georgios Fotopoulos

Project Role	<i>Project Support</i>
Proposed Position for Contract	Project Manager Software
Current Position with Proposer	Technical Project Manager
Description of Responsibilities for Contract	<p>Customer Acceptance testing with the Lottery</p> <p>Assist customers in development of specifications</p> <p>Coordinate customer needs with INTRALOT hardware, software and manufacturing teams</p> <p>Provide all necessary support to account general manager for Non-Traditional Lottery requirements</p> <p>Facilitate training of Customer Service Technicians (CSTs) ensure they have all necessary procedures, manuals, tools, etc.</p> <p>Monitor feedback from field service regarding parts repair/replacement</p> <p>Communicate field service findings to production for any necessary modifications and/or improvements</p>
Description of Qualifying Experience for Contract / Lottery Experience	<p>2006 - Present INTRALOT</p> <p>Project Manager</p> <p>Analysis of the business environment and legal framework for the introduction of the betting game and the respective equipment in the Community of Madrid</p> <p>Development of the project's implementation plan</p> <p>Coordination & meetings with all parties involved prior and during the project's implementation.</p> <p>Post-implementation support of the project</p> <p>Analysis of the business environment and legal framework for a range of countries across Europe and Asia to evaluate business opportunities for the provision of gaming services and gaming equipment</p> <p>Proposing suitable business models and suggesting contract types to customers</p> <p>Evaluation of potential partners to form consortiums and joint ventures to capture market opportunities in various counties</p> <p>Providing specifications for the development of detailed Business Plans to assess the viability of long-term projects, such as 10-year governmental contracts/licenses, as well as to support proposals for gaming/betting operations</p>
Other Experience	<p>2004 - 2006 Giary Group</p> <p>Proposal Writer/ IT Consultant</p> <p>Management and Composition of Bids for Call Center Projects for the Private and Public Sector.</p> <p>Design and promotion of Communications Solutions in Private/Pubic Sectors</p> <p>Participation in RFP's, Researches, Presentations.</p> <p>Technical and cost\ budget writing.</p> <p>Participation in the Business Plan.</p> <p>2004 - 2008 Business Seminars</p> <p>"Train the Trainer" Certified – KPMG</p> <p>Power Presentations – Athens Institute of Technology</p> <p>The PMI's Science for Project Management and the PMP Exam – ITEC.</p> <p>RFP Workshop – WLA Seminar Singapore</p> <p>Advanced MS Project – New Horizons</p> <p>Sales forecasting, POS marketing & development, Lottery business insight – Intralot.</p> <p>Society of Information – University of Athens</p>
Education	<p>University of Athens - School of Science, Department of Physics</p> <p>Major in Telecommunications & Informatics</p>



Steven J. Fox

Project Role	<i>Software Development and Support</i>	
Proposed Position for Contract	Director – Software Development	
Current Position with Proposer	Director – Software Support	
Description of Responsibilities for Contract	Software Development and Support Software support Design and development of Back Office System and Customer/User support	
Description of Qualifying Experience for Contract / Lottery Experience	2008-Present Senior Software Engineer Maintain and enhance existing software based on customer needs. Gather system requirements from customers. Monitor and tune performance. On call 24/7 to respond to production issues. 2006-2007 Senior Developer / Database Administrator Created new features & enhanced existing to meet changing needs. Define specifications for new system functions based on business needs. Monitor & tune performance, processes & security administration, and systems integration of the production databases. Manage all databases in a time-sensitive, mission-critical production environment, maintaining 24/7 availability. 2005-2006 Software Development Manager Managed a team for online & instant systems generating billions in sales. Created project plans and tracked progress ensuring adherence; Communicated and worked with other groups. Managed requirements gathering and project scope. 2001-2005 Project Leader / Senior Developer Create Web pages & reporting tools to access all performance results. Delegate team assignments and oversee completion based on customer specifications. Innovate system features & enhance existing system features to meet clients changing needs Served as 'on-call' 24/7 basis to respond to production issues. 1998-2000 Programmer Gathered detailed requirements & developed new functions based on specifications. Achieved high rate of accuracy while completing assignments within requested time constraints. Developed code for instant ticket games & produced reports depicting statistics. Kennesaw State University – Bachelor of Science. Information Systems. Software: Visual Interdev, Visual Studio.Net and Visual SourceSafe. Languages: ASP, ASP.Net, C, C++, VB Script, SQL, T-SQL, and PL-SQL	INTRALOT SCIENTIFIC GAMES SCIENTIFIC GAMES SCIENTIFIC GAMES SCIENTIFIC GAMES
Education		

John Gaffey

Project Role	<i>System Architect / Quality Assurance Manager</i>		
Proposed Position for Contract	Quality Assurance Management & Support		
Current Position with Proposer	Quality Assurance Principal Engineer		
Description of Responsibilities for Contract	Quality Assurance Manager / System Architect Customize the simulator programs for QA testing Work with the QA personnel to develop Test Scenarios and scripts Customize the Business Intelligence software application		
Description of Qualifying Experience for Contract / Lottery Experience	<div style="display: flex; justify-content: space-between;"> <div> 2004–Present System Architect Contribute to the design, development, testing, implementation and support of applications that support lottery operations Designed and implemented proprietary simulator software used for acceptance testing of lottery terminal and back-office applications Create detailed functional specifications relating to the design and development of lottery applications </div> <div style="text-align: right;">INTRALOT</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> 1991-2004 Owner As technical consultant for the California State Lottery, provided oversight of technical contract compliance for GTECH project. HISL/CSL/Gtech/SciGames (California State Lottery) dialup terminal project. Included extensive C programming, system level debug and QA, and the design of PC-based host system consisting of loosely coupled hosts (Concurrent, Stratus, Tandem) supporting a WAN of dialup lottery terminals used for real-time data acquisition from remote dialup terminals. R & D projects for CSL, including design of real-time, Z180 and PC based multi-media lottery terminals and touchscreen. Designed and developed multi-media Instant Ticket kiosk. Designed and developed PC-based Agent Lottery terminal for TTI. Provided real-time terminal programming for AWI lottery contracts. </div> <div style="text-align: right;">PACIFIC COAST ENGINEERING</div> </div>		
Technical Skills	Languages C, C++ Visual BASIC and C++ JAVA XML ASP SQL FORTRAN dBASE III Access	COBOL RPG APL PL/I Datatrieve ASK PLUS PASCAL Paradox	Operating Systems UNIX/Linux Windows QNX Interworks PSOS DEC VMS / RSTS DG AOS/VS
Education	IBM JCL MS-DOS CPM Amiga-DOS Sun Solaris MTOS-80		
	MS, BS Computer Science, California State University, Fullerton MBA, California State University at Sacramento		



Alexandra Gerardis

Project Role	<i>Staff Training Coordinator</i>	
Proposed Position for Contract	Call Center Administrator / Startup Co.	
Current Position with Proposer	Call Center Administrator / Startup Co.	
Description of Responsibilities for Contract	Proposed Staff Training Coordinator Staff Training Coordinator during the Iowa Lottery Implementation. Primary point of contact for the Lottery regarding the training of the Lottery staff and third-party providers prior to conversion. Dedicated, on-site, Staff Training Coordinator for the Lottery.	
Description of Qualifying Experience for Contract / Lottery Experience	<p>September 2008 - Present Corporate Hotline Manager Start-Up Coordinator and Trainer Provide training support for new and continuing corporate efforts. Manage all start-up terminal & peripherals training, annual retailer events and the state-wide Retailer Rally. Coordinate all training for equipment, game implementations and modifications.</p> <p>2006 – August 2008 Corporate Hotline Manager Manage 24/7 in-bound hotline/helpline to assist Idaho Lottery retailers Responsible for hiring, training, scheduling, evaluating, and development of the Hotline Operators (team of 10) Manage the Hotline Operator's day-to-day workflow in Call Center to ensure that quality level of customer service and technical assistance are met and maintained Oversee and assist in resolving escalated operational and customer service issues Continually look for ways to improve the performance of Call Center by identifying and implementing work efficiencies through process improvement techniques Conduct telephone quality monitoring calls, and review quality of hotline calls Develop employees to fullest potential and provide challenging opportunities that enhance employee career growth Responsible for reports, user manuals and supporting documentation of Call Center daily and monthly activities. Responsible of Call Center budget, approximately \$300,000 annually</p> <p>2005 - 2006 Corporate Hotline Manager Manage 24/7 in-bound hotline/helpline to assist Montana Lottery retailers Coordinate the hiring process for the staffing of the Montana office employees. Responsible for hiring, training, scheduling, evaluating, and development of the Hotline Operators (team of 10) Manage the Hotline Operator's day-to-day workflow in Call Center to ensure that quality level of customer service and technical assistance are met and maintained Communicating with, motivating, training, evaluating employees and planning and directing their work. Actively reinforcing policies and procedures and recommending disciplinary actions. Responsible for reports, manuals and supporting documentation of Call Center daily and monthly activities. Responsible of Call Center budget approximately, \$300,000 annually</p>	<p>INTRALOT</p> <p>INTRALOT – Boise, Idaho</p> <p>INTRALOT – Helena, Montana</p>



2004 – 2005

INTRALOT – Lincoln, Nebraska

Hotline Manager

Manage 24/7 in-bound hotline/helpline to assist Nebraska Lottery retailers.

Resolve retail equipment issues and dispatch technicians for repair through appropriate training and supervision of Hotline Operators (team of 10).

Evaluate the performance of Hotline Operators by measuring results against established goals.

Control and coordinate the direction of the Hotline functions over long-range planning periods to meet the goals of the organization, to ensure adherence to administrative directions, company policies and procedures, state and federal laws, and regulations and to maximize the integration and delivery of services.

Coordinate the implementation of the Hotline and trouble reporting system.

Education

1998-2002 Degree, American College of Athens, Greece,

Degree of Bachelor of Science in Business Administration Major in Marketing Management



Glenn Goulet

Project Role	<i>Marketing Support and Market Research</i>
Proposed Position for Contract	Marketing Support
Current Position with Proposer	Corporate Marketing Research Director
Description of Responsibilities for Contract	Marketing Research and Technical Support Provide Marketing direction for Corporate and individual Lotterys Prepare and delivers marketing and new games strategy documentation Prepare project presentations and status for customers
Description of Qualifying Experience for Contract / Lottery Experience	Nov. 2008 - Present INTRALOT Corporate Director of Market Research Develop and execute client-driven research programs – from market segmentation and psychographic studies to qualitative focus group research and analysis. Analyze the trends shaping the gaming and lottery business. Conduct game design research and new technology research.
Other Experience	2005 - 2008 Gaming Strategies Insights, LLC Principal Conducted market research surveys and research projects on behalf of more than 20 gaming clients in the U.S. and internationally, including commercial, Tribal, and riverboat casinos, gaming system manufacturers and game development companies. Holds gaming licenses in numerous jurisdictions. 2000 - 2005 Multimedia Games, Inc. Sr. VP Market Research Executed, managed and oversaw all of the Company's market research efforts, including: statewide gaming surveys, qualitative and quantitative research on player behavior and game design initiatives, new technology research, competitive intelligence, and due diligence on corporate acquisitions and strategic alliances. 1994 - 2000 GTECH Corp. Region Mktg. Dir., Region Acct. Mgr., Sr. Research Analyst Regularly measured and assessed consumer trends and attitudes toward various leisure and gaming activities. Conducted the Americans Respond to Gaming Survey, and the World Player Report. Conducted interactive research projects in Brazil. Served as Regional Marketing Director for the Western U.S. with responsibilities in AZ, CA, NM, OR, and WA.
Professional	Research Director, Market Strategies, Inc. Served as a pollster for President George H. Bush and several U.S. Senators and Governors. Special Assistant to the Secretary of Labor, responsible for researching the Child Care Liability Task Force Report (1989). Research Analyst, Republican National Committee (1985-1988). Political and Polling Analyst, ABC News (1983-85).
Education	New York Institute of Technology - B.F.A. Michigan State - Michigan Political Leadership Program



Barbara A Greer

Project Role	<i>Accounting support</i>
Proposed Position for Contract	Accounting Support
Current Position with Proposer	Staff Accountant
Description of Responsibilities for Contract	General Accounting Duties
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008-Present Intralot, Inc Staff Accountant Assist with Month End Close and required reporting to Parent Company Oversight of fixed Assets Systems and Records Ensure purchase orders are coded to appropriate project. Reconcile various accounts for Lotteries and Manufacturing Facility Invoice Lotteries as needed. Assist Controller with analysis and special projects as assigned.</p>
Other Experience	<p>2005-2007 Prince Ave Baptist Church & Ministries Accountant and HR Manager Administered full in house payroll. and benefits for 5 separate organizations. Full General ledger posting and reconciliation. Prepared all tax documents ETP, 941, 1099's and W-2's. Prepared all Revenue & Expense reports, Financial Statements, Balance Sheets and Trial Balance Reports for 5 Separate organizations.</p>
Other Experience	<p>1996-2004 Houston Healthcare Complex Accounts Payable & Travel Coordinator Full charge processing of all accounts payable and supervision of 4 employees Established credit lines and set up credit accounts with vendors. Prepared 1099's Coordinated travel, education arrangements for employees, doctors, executive staff and board of directors, and special events.</p> <p>1988-1996 Accounts Receivable Coordinator Responsible for all posting to accounts and supervision of 4 employees Reconciliation of contract write-offs on accounts Reconciliation of credit card and return checks.</p>
Education	<p>2004 Bachelor of Science in Business Administration, GA College & State University 1997 Associate of Science in Logistics Management, Georgia Military College</p>



John Hadley

Project Role	<i>Distribution Services Director</i>
Proposed Position for Contract	Director – Distribution Services
Current Position with Proposer	Manager – CSP Operations Ohio
Description of Responsibilities for Contract	Manage instant ticket and ticket stock procurement, warehousing, pick-and-pack, distribution and destruction.
Description of Qualifying Experience for Contract / Lottery Experience	<p>2009 - Present INTRALOT General Manager, CSP Operation Designed and supervised build out of 38,00 sq. ft. warehouse for Ohio instant ticket warehousing and distribution facility to include installation of state of the art auto sorter. Hired and trained staff. Planned and orchestrated inventory transfer from outgoing vendor that went like clockwork. Instant ticket sales increased steadily from previous year.</p> <p>1999 - 2009 Scientific Games, Inc. General Manager, CSP Operation Regional Director, Operations – Directed operations at five sites, providing leadership and direction to General Managers. Developed annual budgets and provided bi-weekly revenue forecasts. Met regularly with clients to insure satisfaction with site staff performance. Negotiated contract extensions. General Manager, South Carolina Operations – Played pivotal role in one of the industry's most successful start ups. Organized the facility from the ground up. Developed annual budget and updated revenue forecasts. Worked with client to achieve revenue goals while insuring the company's financial objectives were achieved. Developed and mentored staff to full potential. General Manager, New York CSP Operations – Built out 50,000 sq. ft. warehouse from ground up. Developed instant ticket marketing objectives, sales goals and financial forecasts. Developed plans and programs with supporting budget requests and financial estimates. Analyzed market trends and sales potential. Prepared sales forecasts used for manufacturing operations. Responsible for development of personnel and staff. Directed telemarketing component for NYL instant ticket.</p> <p>1994 - 1999 Florida Lottery Deputy Secretary (Chief of Staff) – Provided leadership and policy direction to Assistant Secretaries for Marketing, Finance, Operations, Information Systems and Public Affairs. Served as Acting Assistant Secretary for Marketing. Comprehensive knowledge of all facets of this two billion dollar enterprise. Provided executive leadership for procurement of on-line gaming systems, instant ticket cooperative services, and advertising. A consensus builder frequently called on to lead crisis management teams. Director of Purchasing – Executed all purchasing transactions and contracts. Developed bid specifications, conducted bid openings and assisted in proposal evaluations. Revamped a lackluster minority business utilization program into a state model.</p> <p>Other Experience 1991 - 1994 U.S. On-Site Inspection Agency (Washington, D.C.) Director of Operations – Organized and lead a 260-person organization that conducted arms control inspections in Russia and facilitated Russian inspections in the U.S. Supervised offices in California and Japan, and personnel in Germany and Russia. Worked closely with policy makers in US State Department and other federal agencies. Developed and implemented controls for accountability of multimillion dollar nuclease test verification equipment.</p>



Education

1989 – 1991

Headquarters, U.S. Air Force, Washington, D.C.

Chief, Air Force Board – Directed and facilitated the corporate process used to prioritize and budget for long range programs such as aircraft acquisition, training, facility construction, medical benefits, and manpower.

MBA, Marketing – Inter-American University

BS, Advertising / Public Relations – University of Florida



Tim Hallet

Project Role	<i>Data Center Operations Director</i>
Proposed Position for Contract	Data Center Operations Director
Current Position with Proposer	General Manager, South Carolina Project
Description of Responsibilities for Contract	Responsible for all aspects of the Daily Operation of the Primary Data Center and the Backup Data Center
Description of Qualifying Experience for Contract / Lottery Experience	<div><div>2009 - Present</div><div>Intralot</div><div>General Manager, South Carolina</div><ul style="list-style-type: none">• Overall project responsibility for the Operations, Field Service and Help Desk Departments ensuring customer satisfaction and contract compliance.• Manages the contractual relationship with the South Carolina Education Lottery. Coordinates contract activities and service requirements.• Ensures deliverables are provided timely and successfully with seamless coordination of local and corporate tech staff.<div>2008 – 2009</div><div>Intralot</div><div>Operations Manager, South Carolina</div><ul style="list-style-type: none">• Managed the day to day activities of the Operations Department ensuring successful operation of the 24/7 Computer Gaming System.• Coordinated UAT with the Lottery's Gaming Department.• Provided periodic reviews to the Lottery staff on the operational state of the system.<div>1999 – 2005</div><div>Scientific Games/AWI</div><div>Field Service Manager, Florida</div><ul style="list-style-type: none">• Managed Lead Techs, CSR's, Bench Techs and Field Techs to ensure maximum coverage for service, routes, PM's and Customer Service.• Maintained the necessary inventory of parts and consumables in order the keep retailer terminals operable and properly supplied with ticket stock, ribbons and play slips.<div>1986 – 1999</div><div>AWI</div><div>Field/Lead Technician, Pennsylvania, Florida</div><ul style="list-style-type: none">• Coordinate the repair and servicing of customer equipment. Monitored route delivery and collection activities to ensure all customer requirements are met.</div>
Other Experience	<div><div>2006-2008</div><div>Diebold, Inc</div><div>Technical Performance Manager</div><ul style="list-style-type: none">• Oversaw the technical performance for MS/LA ('06-'07) and SC ('07-'08) Service and Installation Teams relating to 60 Customer Solutions Engineers servicing Self Service Terminals (ATMs), Electronic Security Systems (Alarm, Camera and Access Control) and Physical Security (Safes, Vaults and Drive-Thru) from multiple OEM's.• Ensure contract compliance with SLA with multiple National, Regional and Local customers.</div>
Other Experience	<div><div>2005-2006</div><div>Siemens Maintenance Services</div><div>Regional Technical Coordinator</div><ul style="list-style-type: none">• Oversaw operational issues for the Southeast Region relating to 27 Field Service Technicians servicing over 1500 pieces of security equipment from 7 different OEM's in 33 Federalized airports under a Department of Homeland Security (TSA) contract.• Project Management of regional projects; Ensure contract compliance of metrics (MDT),</div>
Education	Penn Technical Institute – A.S. Electronics Technology

Matthew Johnson

Project Role	<i>Software Development Project Manager</i>
Proposed Position for Contract	Project Manager System and Data Conversion
Current Position with Proposer	Project Manager
Description of Responsibilities for Contract	<p>Responsible for Software overall project implementation and conversion effort</p> <p>Manage the implementation plan through regular project meetings and written status updates with the Lottery</p> <p>Work with all team managers to ensure ongoing communication related to project activity</p> <p>Prepare and submits regular reports on business activities and events related to operations</p>
Description of Qualifying Experience for Contract / Lottery Experience	<p>2009 - Present INTRALOT</p> <p>Project Manager</p> <p>Provide project management support for Lottery software implementations</p> <p>Manage software change control processes</p> <p>Coordinate Lottery requests with Intralot software development and engineering teams</p> <p>Support Intralot Ohio ongoing operations</p>
Other Experience	<p>2008 - 2009 Nebraska Lottery</p> <p>IT Manager</p> <p>Manage Nebraska Lottery and Nebraska Charitable Gaming IT functions</p> <p>Experienced with Multi-State Lottery Association (MUSL) rules and game standards</p> <p>Ensure Nebraska Lottery and online vendor compliance with MUSL rules and</p> <p>Perform quality assurance on Nebraska Lottery vendor software and systems</p> <p>Provide project management support for Nebraska Lottery and Nebraska Charitable Gaming IT projects</p> <p>2007 - 2008 FISERV</p> <p>Business Analyst</p> <p>Develop project plans to meet FISERV and customer requirements</p> <p>Install Enterprise Content Management software at financial institutions within strict deadlines and requirements</p> <p>Perform data conversion from other ECM solutions to the FISERV Director (OnBase) ECM solution</p> <p>Ensure customers are using the FISERV Director (OnBase) ECM solution to its maximum potential through consultation visits and reviews</p> <p>2004 - 2007 INTRALOT</p> <p>Director of Operations and Applications</p> <p>Developed software specifications tailored to meet specific RFP requirements and third party organization standards.</p> <p>Improved software quality through quality assurance testing and communication with the Software Engineers, QA Staff, and Implementation Team.</p> <p>Performed software testing and installation at customer site within strict customer defined timeframes.</p> <p>Provided on-site management of the Montana Lottery software and data conversion from the SGI systems to Intralot systems.</p> <p>Provided on-site management of the Idaho Lottery software and data conversion from the GTECH systems to Intralot systems.</p>
Education	Doane College – Information Systems Management



Babis Karathanasis

Project Role	<i>Technical Support - Multi-Media</i>
Proposed Position for Contract	Technical Support - Multi-Media
Current Position with Proposer	Director Multi-Media Systems
Description of Responsibilities for Contract	<p>Manage the Multi-Media Systems and Software Teams</p> <p>Educate and inform customers on LTVM functionality, benefits and applications</p> <p>Assist customers in development of specifications (i.e. graphics/artwork, labels, software, hardware, etc.)</p> <p>Coordinate customer needs with INTRALOT hardware, software and manufacturing teams</p> <p>Provide all necessary support to account general manager for LTVM requirements</p>
Description of Qualifying Experience for Contract / Lottery Experience	<p>2005 - Present INTRALOT</p> <p>Director of Multi-Media Systems (LTVM)</p> <p>LOTOS Horizon, Content delivery system for lottery organizations: Lottery content, KENO animations and monitor game generation and management, content delivery over IP or DVB networks, content presentation in multiple, geographically dispersed retail shops that may be equipped with TVs, monitors and terminal devices, and remote presentation control in individual or groups of retail shops or screens.</p> <p>Software and games for self-service terminals, including WinStation (Combined Lottery and ITVM), Coronis MP (Multipurpose self service terminal for lottery, betting and video games), Coronis SL (table-top mounted self service terminal for lottery, betting and video games) and Lucky Wave (video lottery terminal).</p>
Other Experience	<p>2004 - 2005 INTRACOM</p> <p>Section Manager, Multimedia Systems</p> <p>Responsible for embedded systems (software and hardware) for Multimedia and Content Delivery Applications, including Set Top Boxes, DTV/IPTV headend equipment and Conditional Access systems.</p> <p>Project & Technical Manager, for the development of content delivery systems for a number of international lottery organizations, for INTRALOT. Those systems are used for creating, delivering, displaying and managing presentation of KENO draws, advertisements, messages and Fixed Odd Betting information (programs, results and odds) in lottery points of sales (retailer shops).</p> <p>1999 - 2004 INTRACOM</p> <p>Assistant Department Manager</p> <p>Responsible for the embedded systems teams performing R&D work in: Digital TV Set Top Boxes, Electronic Program Guides, Interactive TV applications, Content Delivery Systems, Lottery System Solutions, and Fleet Management Systems.</p> <p>Project Manager for the development of Electronic Program Guides and Set Top Box software, for a number of international digital TV operators (DVB satellite and cable).</p> <p>1998 - 1999 INTRACOM</p> <p>Group Leader, Embedded Systems</p> <p>Established and led the Embedded Systems Group of the New Technologies Department, which:</p> <p>Focused on the development of a digital satellite TV set-top box (DVB-S/MPEG-2), as well as Interactive TV applications using the OpenTV middleware, and,</p> <p>Participated in the development of the Digital Broadcast Satellite (DBS) platform of OTE (the Hellenic PTT).</p>

1995 - 1998

INTRACOM

Microelectronics Projects Coordinator (Architect, Tech. & Project Mgr.)

Leader of an R&D team (systems engineer, VLSI design engineers and embedded software engineers), that worked in the following projects, partly funded by the EC:
ESPRIT-OMI 20287 "ASPIS": Design - development of a low power System on a Chip (SoC) with embedded ARM7TDMI and custom DSP cores, for the baseband processing (signal processing, protocols and user interface) required in multi-mode DECT/GSM-DCS handsets.

ESPRIT-ESD-LP 25256 "LPGD": Design - development, using low power techniques, of an integrated circuit for GMSK/GFSK modulation/demodulation required in DECT/GSM-DCS handsets.

ESPRIT-OMI 24129 "CODAC": Hardware-software co-design using the CoWare tools and application of CoWare to the telecommunication system design flow.

1995 - 1995

INTRACOM

Research Associate - Wireless Communications and Subscriber Systems

Worked on the implementation of the CCITT G.728 speech compression standard, on the Texas Instruments TMS320C50 DSP.

Performed a feasibility study for the implementation of CCITT G.728 in VLSI.

1994 - 1995

Hellenic Army General Staff

Programmer - Informatics Division

Developed a user-interface and a multi-user version (under NOVELL network), for the war-game "IDAHX".

1990 - 1994

INTRACOM

VLSI Design Engineer - R&D Department

Worked in Application Specific Integrated Circuit (ASIC) design and ASIC design methodologies. Introduced VHDL and Automatic Synthesis tools in INTRACOM's VLSI design methodology. Designed the first two INTRACOM ASICs that exceeded 15000 gates each ("EDGES" and "SIGMOID" ASICs).

Contributed in a number of research projects partly funded by the EC, in the following areas:

Architectural design of an integrated MPEG-2 decoder, mainly of the Discrete Cosine Transform and Motion Compensation units.

Design of a systolic array for motion and disparity estimation, for stereoscopic video compression applications.

Design of integrated circuits for a statistical image processing system based on Markov Random Field (MRF) models.

Methodology for hardware - software co-design.

Education

University of Patras, Hellas - Computer Engineering and Informatics

Adjunct Professor - Athens IT: Teaching courses and occasionally supervising theses in the area of microprocessors, embedded real-time systems and multimedia.

Ph.D. Candidate - Research in Image Compression, MRF-based Statistical Image Processing and VLSI Design.

Purdue University - Computer Sciences

Research Assistant - Parallel Algorithms & Mathematical Software on Shared & Distributed Memory Multiprocessors for Solving: i) Linear Systems with Direct & Iterative Methods, ii) Partial Differential Equations. Artificial Neural Networks for 3-D pattern recognition.



Scott Hoss

Project Role	<i>Project Manager for Retailer Training</i>	
Proposed Position for Contract	Project Manager	
Current Position with Proposer	Marketing Manager Ohio	
Description of Responsibilities for Contract	Responsible for Retailer training for the conversion to INTRALOT terminals	
Description of Qualifying Experience for Contract / Lottery Experience	2006 - Present Marketing Manager <ul style="list-style-type: none">• Wrote functional specifications for games being converted to Intralot Gaming System.• Worked with Ohio Lottery and Intralot Development in creating terminal functional specifications.• Responsible for the configuration of all training terminals: Coronis HEE, Microlot, MP and Winstation.• Liaison between Intralot Development and Ohio Lottery relating to promotional software, Player Advertising Displays and the Horizon System that is responsible for delivering Keno shows.• Worked together with Intralot Development on the functionality and testing of the "simulator" used to drive training terminals.• Trained Intralot trainers on hardware and software functionality of all terminals.• Planned and Organized Lottery Personnel Training, Train the Trainer and Retailer Training.• Worked with Project Managers to create materials to educate Lottery Staff and Retailers on Intralot hardware configurations and software functionality.• Manage day to day operations of 5 member Marketing team.• Work closely with OSL Deputy Directors of Operations, IT, Communications, Product Development, Sales and Marketing on projects involving all groups. An example would be designing a new game with Intralot Development, writing the functional specification to be approved by IT and Product Development. Help in designing the marketing and communications around the game and working with sales to generate participation among players.• Work together with the Lottery and their 3 Advertising Agencies to make certain that materials created by the Ad Agency are compatible with Intralot hardware and software.• Work with the Lottery to design new Back Office System reports.• Responsible for new game and promotion design, creation and testing.• Designed criteria and database to help track the impact of Player Advertising Displays as well as the creation of advertising content.• Facilitation of and participation sales conferences by demonstrating hardware, software and Back Office Systems capabilities.• Responsible for the tracking and reporting of sales information as well as identifying trends not only in Ohio sales but also the Lottery Industry.• Designed and wrote user manuals and quick reference cards for lottery terminal and stand alone MP.• Designed, wrote and programmed Help Screens for both the terminal and MP.• Liaison between Intralot Development and Idaho Lottery on technical specifications and ongoing functionality of promotional and gaming software, terminal hardware and	Intralot



software and Back Office System Reports.

- Responsible for developing and instituting marketing strategies to raise Idaho Lottery Sales figures.
- Worked directly with Corporate Accounts to ensure smooth transition to new equipment and development of Corporate Marketing strategies.
- Manage team of 7 event staff for Lottery Events.
- Responsible for creating and presenting weekly report to Lottery's Management Team.
- Responsible for writing procedure documents for all Intralot Departments.
- Presentation design and delivery of gaming system and marketing material to potential customers.

Other Experience

**2003-2006
Staffing Manager**

Robert Half International

- Responsible for both sales and recruiting to achieve month over month revenue growth goals for the start-up Benchmark Division.
- One half of the team that brought the expansion Seattle office to profitability faster than any other branch in company history.
- Ascended into the top ten salespeople in the division through market education, delivering informed presentations, and recruiting qualified candidates.
- Selected twice by Division Director as a compensated Mentor for the division.

Other Experience

**2000-2003
Account Manager**

Pacific Marketing Specialists

- Responsible for OEM sales and marketing of emerging electromechanical product technologies.
- Liaison with engineering teams in the "design in" process of new hardware.
- Product design wins in multiple markets including; Telecom, Medical Device and Aerospace by coordination of efforts of manufacturer, distributor, and client.
- Increased sales by 23% from 2001 to 2002.

Education

BA Interdisciplinary Arts and Sciences

University of Washington



Michalis Kolotos, Ph.D.

Project Role	<i>Corporate Support</i>	
Proposed Position for Contract	Corporate Support	
Current Position with Proposer	Director – Strategic Planning	
Description of Responsibilities for Contract	Assistance with high level planning and budgeting year to year	
Description of Qualifying Experience for Contract / Lottery Experience	2009 – Present	INTRALOT Inc, USA
	Director – Strategic Planning Reporting to the CEO on strategic and operational directions to the company's finance/business planning, budgeting, and business development efforts; Establishing strategic financial plans, operating policies and procedures to ensure the achievement of corporate objectives. Serve as a valued advisor in assembling and interpreting the key financial information that drives the business and expands it in other forms of gaming opportunities either with existing or new customers within the territory of North America.	
	2004 – 2009	INTRALOT SA, Greece
	Proposals and Contracts Executive Reporting to the Director of the Contracts and Procurement Department and present the outcomes to the General Director of Finance & Business Development and to the CEO. Prepare Business Plans and submit Business Offers in international tenders for a wide range of products (systems, terminals, alternative distribution channels, telecommunication solutions) and gaming applications (lotteries, instant lotteries, fixed odds betting, and casinos). Perform Financial Analysis and Strategic Planning on international markets, evaluating the local competition, the potential financial impact and benefits to the company and its subsidiaries. Appraise new business opportunities and examine acquisition plans that will enable the parent company to maximize its profits and introduce a competitive advantage. Prepare Contract Agreements for the supply of goods and services (maintenance, consultancy, and operation) and take active role during the negotiations with the end customer. Participate on bids of multi-billion Concession Agreements and privatization schemes. Successful business offers/contracts achieved correspond to multi-million awarded bids in the U.S., Australia, Turkey and Israel.	
Military Service	2003 – 2004	Hellenic Army, Greece
	Research & Informatics Division Graduate from the School of Research and Informatics Officers of the Hellenic Army. Supervise a C4I system and provide officers, with a comprehensive operational and technical understanding on the field of C4I systems.	
Other Experience	2001 – 2003	AT&T Wireless, USA
	Network & Strategic Planner Reporting to the WNS Vice President and the board of Directors. Develop strategic plans and recommendations for the overall WNS 5-Year Plan that are based on the evaluation of AWS internal interfaces to WNS such as network evolution (2G and 3G), product development, technical design group, business group and external influences such as competition and industry. Plans provide the objectives, recommendations, and technical resource assumptions for incorporation into yearly tactical plans and long-term (3-5	

year) WNS Strategic Evolution Plans. Major accomplishments include:
 Analysis of "big bet" business decisions (GSM dualband operation, introduction of EDGE, UMTS deployment). Development of yearly strategic business objectives ensuring integration with the overall WNS Plan. Analyze and study the potential financial and technical impacts of various technologies and standards that could affect AWS and recommend various postures WNS should take towards them. Develop strategies and plans to deploy promising technologies with minimal risk and maximum gain to the technical and financial performance of AWS.

Define and manage product requirements based on AWS partnership with NTT DoCom (Imode services) but also external customer needs (FedEx, American Idol). Experience on competitive analysis, usage and revenue forecasts and creation of a methodology for a financial model including churn evaluation.

Other Experience

1998 – 2001

University of Bradford, AIMS Group, UK

Project Manager & Research Assistant

Project manager in a European IST project (HomeRun), where the main objectives were to develop and validate new mobile communication tools, systems and service platforms to enable people with special needs to live independently. The project addressed issues of reliability of mobile multimedia application components and their underlying services, supported by autonomously adaptable terminals and middleware. Vendors participated: Orange, Vodafone, BT, Telefonica, TID, iRV, Toshiba, IvD, UoD, KUL
 Research Assistant on a UKs government funded project in Mobile Video Transmission Systems. The project demonstrated the development of a multi-priority transmission system of narrowband channels for handheld video phone and multimedia portable PC applications. Recommendations were made to the UMTS A-Concept Group standardization committee. A novel 3rd Generation transmission and video interface system for MPEG-2 video applications was developed using a Half Pilot Symbol Assisted Modulation technique and Reed Solomon coding. Vendors participated: EPSRC, MVCE (UK), NIST (US)

1996 – 1997

INTRACOM SA, Greece

Network Management Research Analyst

An ACTS European research project whose main objective was to extend ATM services to mobile users. Responsible for the implementation of a set of Network Management functions for Wireless ATM environment along with a performance of a Graphical User Interface. Vendors participated: NOKIA, VTT, IBM, ASCOM, and Lucent Technologies of Netherlands.

Other Experience

1995 – 1995

National Center for Scientific Research, Greece

Student Researcher, Internship Program

Involved in the study and the design of Delta Modulation and construction of a two way (full-duplex) DM system using the Continuously Variable Slope Delta Modulation.

Education

University of Bradford, U.K. - Scholarship by EPSRC

Ph.D. in Third Generation Mobile Communications.

Master of Philosophy in Telecommunications.

Bachelor of Engineering in Electronic Communication & Computer Engineering.

Patricia Koop

Project Role	<i>Develop marketing programs for post conversion lottery sales growth</i>	
Proposed Position for Contract	Chief Marketing Officer	
Current Position with Proposer	Proposed Chief Marketing Officer	
Description of Responsibilities for Contract	Develop new games, marketing and promotional programs that dramatically grow Texas Lottery revenues. Oversee and direct corporate and individual retailer recruiting and management.	
Description of Qualifying Experience for Contract / Lottery Experience	2007 - Present Chief Marketing Officer <ul style="list-style-type: none"> Developed and implemented media strategy that focused on management of product message Defined annual plan designed to maximize budget through long range product plan with paid media and added value to support both product and beneficiary opportunities Contract manager for general population and Hispanic advertising Oversee daily marketing activities related to the development and implementation of advertising efforts through various communication channels including but not limited to creative development, promotions, special events, corporate alliances, retailer collateral, media relationships, and product development Successful launch of Powerball with a fully integrated marketing campaign by building from success realized while managing the effort for South Carolina Education Lottery for the same product Introduction of direct marketing internet advertising, text messaging, digital, and social media platforms Received unprecedented media interest from all over the United States and abroad related to summer promotion that offered gasoline for life. Member of the team selected to draft Invitation to Bid for the procurement of scratch ticket vendors, both primary and secondary. Member of the team selected to draft General Marketing Artistic and Creative Services Invitation to Bid 	Florida Lottery, Tallahassee, FL
	2001 - 2007 Director of Sales & Marketing <ul style="list-style-type: none"> Responsible for the creation of Sales and Marketing department, including drafting of all policies and procedures related to the hiring of staff, and selection of regional offices, vendors and retail network within four-month window of creation of agency to first day of sales Implemented training of retailers, headquarters and regional staffs. Set up regional territories for field staff Management of a staff of 75 employees, including sales staff located in three regions throughout the state, Corporate Accounts, Research & Development, Advertising, Product Management, Public Relations, Promotions, Warehousing and Distribution Drafted initial marketing business plan for launch of agency and supervised the corporate branding of agency and product categories Exceeded all projections for sales, by the Bureau of Economic Advisors, for startup Exceeded every projection, provided by the Bureau of Economic Advisors, for total sales each year since startup Member of the team selected to write and evaluate the bids for the procurement of various vendors and negotiated contracts Management of budget for all of Sales and Marketing, a total of 80% of the agency's operating budget 	South Carolina Education Lottery, Columbia, SC

- Creation of an in-house advertising department reduced the advertising costs over the life of the advertising contract by more than \$2.5 million through October of 2006.
- Responsible for development and implementation of a business plan for each fiscal year based on the goals and objectives of agency.
- Contract Manager for the Instant Scratch Tickets valued at \$10 million per contract year. Instant product sales performed of \$600 million per year.
- Management of On-line products producing over \$400 million in sales per year
- Successfully marketed product with advertising budget of less than 1% of gross sales
- Responsible for management of sales since January 2002. Placement of strong customer service with retail network of 3500.
- Adopted NASPL advertising guidelines to establish standards with regards to marketing/advertising practices, approved by South Carolina Lottery Commission

1999 - 2001

Maryland State Lottery, Baltimore, MD

Director of Marketing

- Management of daily operations of Marketing Department including supervision of Advertising, Research & Development, On-line and Instant tickets, Promotions, co-operative promotions and retailer publications
- Work cooperatively with Lottery Sales Department to provide annual sales of over \$1.1 billion. Fiscal Year 2000 showed record increases in sales, prize payouts, and revenue.
- Exceeding legislative goals allowed for \$10 million contribution designated by Governor to additional state programs
- Developed strategies that rejuvenated public awareness and interest with Lottery products
- 28% sales increase with revamp of instant scratch-off ticket mix in fiscal year 2000. Fiscal Year 2001 up 18% during first six months.
- Developed fiscal year strategic planning
- Responsible for the management of \$14 million annual advertising budget and \$25 million printing contract for instant scratch tickets
- Executive Producer of Lottery television specials in five media markets
- Created business development task force that designed a strategy to heighten awareness with corporate partnerships
- Introduced direct marketing through lottery website and the establishment of VIP program

1996 - 1999

Florida Lottery, Tallahassee, FL

Director Broadcast Operation/Promotion

- Producer of weekly Florida Lottery Million Dollar Flamingo Fortune Show and 13 minutes of weekly live draws
- Responsible for the marketing of programming to television partners around the state
- Responsible for the television contracts in eleven media markets around the state for weekly and quarterly promotional support to each affiliate
- Contract Manager of \$4 million broadcast budget

1992 - 1999

Florida Lottery, Tallahassee, FL

Assistant to Director of Advertising

- Primary liaison for all matters related to the advertising of lottery products with the advertising agency
- Responsible for coordination and monitoring of all agencies advertising needs requested internally and externally
- Responsible for the creation of Point of Sale Manual for statewide use by Lottery Marketing Representatives
- Point person for quarterly product promotions

CA Art History

Marymount College, Boca Raton, Florida

Education



Ioannis Koryfidis

Project Role	<i>Ticket Vending Machine Developer and Software Support</i>
Proposed Position for Contract	TVM software support
Current Position with Proposer	Software Engineer
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Software Development and Support• Software support• Design and development of Back Office System and Customer/User support
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008 - Present INTRALOT ITVM Developer and Software Engineer</p> <p>2006 - 2008 INTRALOT S.A. Software Engineer</p> <ul style="list-style-type: none">• POS Solutions & Multimedia Technical Division.• Developed a web-based Management System that utilized Enterprise Java technology (J2EE, JSF, Hibernate) in a JBoss AS. The management system included operations regarding terminal and group management, server configuration, terminal monitoring and controlling, statistics, content management and authoring.• Developed end-user graphical interfaces of lottery applications for lottery organizations in Malta and Idaho/USA. <p>Other Experience 2005 - 2006 PHILIPS Research Engineer - Storage Systems & Applications Dept</p> <ul style="list-style-type: none">• Master thesis project: "Power Aware HW/SW Partitioning for a DVB-H Receiver Module". Researched on a HW/SW Partitioning methodology for a DVB-H receiver module that had the most efficient power consumption at the cost of very few hardware area (Altera FPGA). <p>2003 - 2004 INTRACOM S.A. Engineer</p> <ul style="list-style-type: none">• Collaboration with Multimedia Communications Laboratory - TEI of Piraeus funded by the General Secretariat for Research and Technology, Greek Ministry of Development.• Key contributor of the Project: "Integrated Content Distribution System". <p>2002 - 2003 INTRACOM S.A. Embedded Systems Engineer</p> <ul style="list-style-type: none">• Hellenic Telecommunications & Electronics Industry - Research & Development Division, New Technologies Department.• Project "AVL (Automatic Vehicle Location) over TETRA network" Principal System Architect. Responsible for the embedded platform's hardware and software development (Embedded Java). The platform's features included an LCD Screen, navigation buttons, GPS interface and a TETRA terminal interface.• Java applications developer for digital TV decoders.• VxWorks and OS20 real-time OS native code developer.

2001 - 2002

INTRACOM S.A.

Industrial internship as Electronics Engineer

Education

Military Service

Skills

- Hellenic Telecommunications & Electronics Industry - Research & Development Division, New Technologies Department.
 - Construction and hardware testing of prototype boards.
 - Java programming.
 - Technical University of Delft - MSc Computer Engineering
 - National Technical University of Athens - Electrical & Computer Engineering
 - Technological Educational Institute of Pireaus - BSc Electronic Engineering
 - Hellenic Air Force as Wireless Telecommunications Engineer.
 - Specialized in Transceivers, Radars and Avionics.
- Programming: Java/J2EE (Expert), C#.NET, C++ (Expert), C, IA32 and MIPS Assy.
Java Enterprise Technology (J2EE, JSF, EJB 3.0, JPA, Hibernate)
Application Servers (JBoss AS)
IDEs (Eclipse, NetBeans)
Website Design/Development (HTML, CSS, JSP, FLASH(& AS), PHP, JS, Ajax, XML)
Graphical Widget Toolkits (QT, AWT)
Databases (PostgreSQL, MySQL)
Hardware Programming Languages : VHDL
Parallel Programming (PVM, HPFortran)
Embedded Systems Programming (VxWorks)
Programming in software tools for numerical computations (Matlab)
Wireless Networks (TETRA, GSM)
Design Tools (PhotoShop, 3ds MAX)
Operating Systems: LINUX, Windows



Hiren Kothari

Project Role	<i>Software Development & Support</i>
Proposed Position for Contract	Software support
Current Position with Proposer	Senior Software Engineer
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Software Development and Support• Software support• Design and development of Back Office System and Customer/User support
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008 - Present INTRALOT Senior Software Engineer</p> <ul style="list-style-type: none">• Analyzing lottery needs and developing software solutions, optimizing operational efficiency• Designing and developing customized software based on lottery requirements• Actively involved for implementing and testing software with operation staff and lottery personnel.• Developing customized reports using crystal reports and business objects enterprise in web environment• Designing and developing customized views and packages on RDBMS for data consistency and data management.• Providing production system support for operations staff on a 24/7 basis.• Closely working with project manager and other team members for project requirements and implementation. <p>2004 - 2008 Scientific Games Inc. Senior Software Engineer</p> <ul style="list-style-type: none">• Lead developer for current new projects and managing a team of 4 for system integrity and implementation.• Established Co-operative Services Program (CSP) requirements by analyzing customer requests from the lotteries, internal requests, and product design.• Developed new applications using VB.NET 2005, supported existing VB6 applications and converted them to VB.NET 2005.• Integrate custom applications using web services and socket based applications using VB.NET.• Generate custom reports using crystal reports 8.5/10 with sub reports, parameters to address the needs of the applications.• Write complex queries, UDF, store procedures on MSSQL 2000/2005 for CSP sites client server applications.• Provide primary level DBA support for jobs, replication, mirroring and other database activities.• Create custom DTS packages for data transfer to and from application on MSSQL 2000/2005 servers.• High level programming using integration services in SQL 2005. Basic knowledge for reporting services.• Coordinate effectively with Project Manager for product change documentation for both technical personnel and lottery support personnel.• Environment: VS.NET 2003/05, SQL Server 2000/2005, VB6.0, Crystal report 8.5/10, VSS, IIS, Windows 2003, and Windows XP.

Manufacturing Software Programmer

- Developed & implemented packaging & shipping system for manufacturing plant and increased production by 30%.
- Developed and maintained system for packaging and shipping department using vb.net/C# and asp.net.
- Developed and implemented TCP/IP socket based communication systems to automate plant operations.
- Worked on production Database for complex T-SQL and built high-quality stored procedures, triggers, views, indexes and DTS jobs.
- Provided support for replication setup and backup and restore of databases.
- Provided production system support for operations staff on a 24/7 basis.
- Provided integrity between press software and packaging software using web services.
- Environment: VS.NET 2003/05 (VB.NET, C#, ASP.NET), SQL Server 2000/2005 and VB6.0 (for existing application).

Other Experience

2003 - 2004

Atronix Engineering Inc.

Software Programmer

- Worked at UPS, client of the company, for their customized software at testing facility.
- Modified applications and reports as per requirements using Visual Basic and other GUI tools.
- Worked with My SQL database server for data management operations.
- Developed and maintained customized web application for internal resources using PHP, HTML, DHTML, CSS and JavaScript.
- Environment: Visual Basic 6.0, VS.NET 2003, SQL Server 2000 Active reports, PHP, MySQL, JavaScript, Macromedia Fireworks and Macromedia Dream weaver.

2002 - 2003

Kena Management Inc.

Programmer

- Maintained in house financial and inventory management software.
- Modified applications and reports as per requirements using Visual Basic and other GUI tools.
- Environment: Visual Basic 6.0, SQL Server 2000 and Crystal Reports 8.5.

1999 - 2002

Sunrise Computer Systems Pvt. Ltd.

Sr. Software Programmer

- Developed Construction Manager Software for the School Planning and Building Division and Ministry of Health and Education.
- Analyzed, designed and developed Accounting Management System for the Ministry of Communications.
- Analyzed, designed database structure for the inventory and trading system for the Food Corporation.
- Modified and supported Fund Monitoring System for Third Education Project, Ministry of Human Resource & Labor.
- Environment: Visual Basic 6.0/5.0, VSS, ActiveX Controls, SQL Server 7.0/2000, Crystal Reports 4.5/7.3/8.0, PHP and MySQL.

Education

M S - University of Baroda – B S (Math).



Michael G. Kovalchin

Project Role	<i>Lead installation of call center equipment, train Service Desk CSRs</i>	
Proposed Position for Contract	Customer Service Director	
Current Position with Proposer	Call Center Manager Ohio	
Description of Responsibilities for Contract	Manager Incident Management and Service Desk, member of Problem Management Team.	
Description of Qualifying Experience for Contract / Lottery Experience	2009 - Present	INTRALOT – Strongsville, OH
	Call Center Manager	
	<ul style="list-style-type: none">Managing 30 people in a 22 seat call center and two lead supervisors in a technical troubleshooting environment. In addition, involved in multiple projects, business planning to reduce company costs and in the near future will be bringing inbound/outbound telesales in-house from third party vendor. Currently, this encompasses Live Agent contact for genuine customer service, totaling over 2k to 3k inbound contacts per week within an individual state. In addition, in the near future, we will be expanding the call center and increasing call volume to include multiple sites, inbound & outbound telesales which will potentially increase contacts to 12k to 13k per week. Scope of services included all Live Agent to business retailers for the State Lotteries, which will boost sales for state funded programs. Involved in traveling with to client regional offices to meet with staff to collect feedback to make improvements, document and to redistribute updates/follow-ups, and report based on client needs, this is a very rewarding position. Reported to: Site General Manager & Regional Director of Online Services.Led new project implementation at multiple levels with interfacing with various teams to aid project management, meet deadlines, and build parameters that would exceed customer expectations in service levels, first call resolution, and profitability.Created a project setup guide that included the operational policies, processes, and procedures within the call center, which aided in the setup of multiple sites to meet their state client expectations.Developed and groomed staff team members so the call center would grow with the increase of volume and deploy team members to other field positions while replenishing the call center talent pool.Designed and implemented technical call flows, phone switch programming, reporting, & trend analysis. Currently working on automating the reporting of these areas to minimize staffing while improving response time & easy of canned reports through dashboards.	
Other Experience	2003 2009	AmTrust Bank
	Consumer Banking Operations Supervisor	
	<ul style="list-style-type: none">Identified and developed effective deadlines for each function completed within internal team. Provided clear day-to-day instructions on prioritizing the workflow in order to efficiently meet deadlines for each job function. Defined job functions with a step-by-step procedure of each function to gain efficiencies, but ensure accuracy to company guidelines and regulations. Developed staffing models and volume plans to benchmark, measure, and track efficiencies.Advised, implemented, and executed cost reduction plans based on findings, such as cross tracking team members on multiple functions to meet deadlines and increase efficiencies. This contributed reducing from ten members to six while maintaining the same volume, 40% reduction of staff.Project managed department projects, such as, reporting measures to track daily and monthly reports to showcase monthly department progress. Also worked on a team leading six-sigma projects to reduce forced closed accounts to increase call center sales	

and aided in projects to assist with first call resolution with end-users.

Customer Service Sales Manager

- Supervised a team of 20-30 associates in a call center environment including performance coaching and career counseling. Authorized and approved customer accounts. Maintained documented bank policies and regulations.
- Analyzed the department's performance. Identified opportunity areas by troubleshooting and benchmarking to track results, providing data to challenge the current processes and procedures to make improvements.
- Continuously refined documentation to stay current with the changing environment, also to implement strategies to improve quality of service. Prioritized the daily workloads to meet business needs and maximize customer satisfaction.
- Created and maintained tracking tools to breakdown daily performance per team member to pinpoint opportunity areas early enough in month to correct by month-end goal. It was a performance management tool for the team. Trained other peers to utilize concept to gain same results. Brought last place team to first place within the first year after management training with creative thinking.

2003

Innosource, Inc.

Operations Consultant for MOEN, Inc.

Independent professional staffing agency specializing in call center recruitment.

- Reported to Senior Director of Operations. Responsible for evaluating and revamping the customer service operations of the company's Consumer Service Center.
- Created a scorecard to allow a combination of reports to summarize performance on one sheet; provided call center management with consolidated information to enhance decisions made regarding call forecasting, modeling, staffing, and financials. These reports became the backbone of call center operations and allowed company to more accurately forecast staffing and training requirements, and show where efficiency adjustments needed to be made.
- Developed and implemented a "department needs and expectations manual" to reduce redundant work between team members. Also developed plans to achieve optimal customer service by developing, leading, monitoring, and motivating call center teams.
- Provided leadership, communication, coaching, professional development, and skills enhancement to the Operations Team, analyzing the department performance, and identifying and implementing strategies to improve the quality of service.

1998 - 2002

Xtrasource, Inc.-now part of Sento, Inc.

Sr. Project Account Manager

Unique customer contact solutions company with over 1,000 employees and nearly \$60M in revenue.

- Managed eight client accounts and five project account managers encompassing multiple contact methods, totaling over 5,000 contacts per day on a global basis. Scope of services included Live Agent, IVR, email, text chat, and self-help. Also traveled with the outside sales staff to collect, document, and report based on client needs, very rewarding position. Reported to: VP Customer Contact Center, subsequently, President.
- Led new project implementation team that increased service levels, first call resolution, and profitability.
- Created a project setup guide that included the operational policies, processes, and procedures within the call centers.
- Developed an Integrated Voice Response Unit (IVRU), customer service offering that effectively automated 65% of the call volume.
- Designed and implemented technical call flows.



1991 - 1998

Universal Electronics, Inc.

Production & Service Manager

- Responsible for all aspects of production for the company's global products. Responsible for the first and second shift personnel and service department, totaling 70 people. Prepared production schedules based upon output requirements and service specifications. Managed all aspects of the service department, which included making 'make or buy' decisions for prototyping, engineering change orders, and upgrades. Reported to Director, Operations.
- Created a Service department within Universal Electronics that grew to seven people reworking 500 units per day.
- Analyzed production workflow, increased company production through increased automation, and reduced line downtime.
- Created training manual for new products lines in the cable industry and traveled to the customer's site to perform 'train the trainer' classes with cable installers.

Education

- Bachelor of Science in Electronic Technology -The University of Akron, Akron, OH
- Associates Degree in Applied Science Degree -The University of Akron, Akron, OH



Jay M. Lapine, Esq.

Project Role	<i>Business & Legal Support</i>
Proposed Position for Contract	Contract Legal Review
Current Position with Proposer	VP – General Counsel
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Business & Legal Support• Advise Management with respect to legal issues related to the development and implementation of business strategy, governance and compliance policies, employment law matters, intellectual property issues• Assist in the contract negotiation
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008 - Present INTRALOT General Counsel</p> <ul style="list-style-type: none">• Responsible for the overall direction and management of legal affairs for INTRALOT, Inc.• Serve as Chief Counsel to INTRALOT, Inc.• Responsible for Corporate Compliance and Security at INTRALOT, Inc.
Other Experience	<p>1999 - 2008 LaRoche Industries Inc. General Counsel & Secretary</p> <ul style="list-style-type: none">• Member of three executive senior management team and responsible for all legal matters of leading commodity chemical company.• Responsibilities including general corporate issues, Risk and Litigation Mgt., customer transaction negotiations, legal aspects of; mergers and acquisitions, regulatory EHS and HR matters.• As of 2002, employed post-Bankruptcy as General Counsel on a Permanent Part time (60%) basis. <p>1994 - 1999 HBO & Company Senior Vice President, General Counsel & Assistant Secretary:</p> <ul style="list-style-type: none">• Information Technology Business Subsidiary of McKesson Corp.• Responsible for all legal matters for the Information Technology Business subsidiary, including customer transaction negotiations, legal aspects of mergers and acquisitions, Risk and Litigation Mgt., and regulatory matters. <p>1992 - 1994 Premier Anesthesia, Inc. Executive Vice President, Operations & General Counsel.</p> <ul style="list-style-type: none">• Responsible for all legal matters including general corporate issues, customer transaction negotiations, legal aspects of mergers and acquisitions, and regulatory matters.• Additionally responsible for the strategic and daily operations of 40+ contracts Anesthesia practices with approximately \$80 million annual revenues. <p>1991 - 1992 Greater El Monte Hospital Chief Executive Officer</p> <p>1990 - 1991 Midway Hospital Medical Ctr. Executive Vice President & Chief Operating Officer</p> <p>1986 - 1990 American Medical Int'l. Various Senior Management positions</p> <ul style="list-style-type: none">• Positions in operations, finance, legal and chief executive roles with the 11 hospital Houston region of this \$3 billion health care Management Company.



	1981 - 1986 Assoc. VP-Operations & In-House Counsel <ul style="list-style-type: none">Responsible for several operational departments of hospital, member of senior management, Secretary to the Board of Trustees, Supervised Risk management and insurance, negotiated physician contracts and acquisitions of major medical devices, CON and various Medical Staff issues.	Dayton Children's Med. Ctr.
	1979 - 1981 Asst. Administrator & In-House Counsel <ul style="list-style-type: none">Responsible for several operational departments, Human Resources, Labor Management Relations including labor contracts, grievances and arbitrations, member of senior management and strategic planning committee, Supervised Risk management and insurance, negotiated physician contracts and acquisitions of major medical devices, CON and various Medical Staff issues.	Edwin Shaw Hospital
	1977 - 1979 Asst. Administrator & Ohio Asst. Attorney General Intern <ul style="list-style-type: none">Served as Chief personnel officer including Labor relations, interim Chief Operating Officer, member of senior management, member of several Dept of Mental Health task forces as Hospital representative, represented hospital as Ohio AAG intern at commitment procedures and voluntary release proceedings.	Sagamore Children's Hospital
Education & Professional	The University of Akron School of Law - J.D. The University of Akron - MBA (studies), Finance; BSIM, HR/Labor Licensed to Practice: Ohio: 1979-Pres., Texas: 1986-Pres. USCG Licensed Captain, Master (100T), USCG Approved Instructor Member: Assoc. of Corp. Counsel and Federation of Defense and Corp. Counsel	
Summary of Qualifications	More than 25 years of Executive and General Counsel positions. Professional and executive roles include: membership on senior executive teams participating in or responsible for strategic; legal, Risk Management, customer, operations, and human resources activities. A frequent instructor and seminar presenter in the areas of human resources law, negotiation skills and techniques, and current information technology matters.	

Huan P Larsen

Project Role	<i>Software Development & Support</i>
Proposed Position for Contract	Software support
Current Position with Proposer	Senior Software Architect
Description of Responsibilities for Contract	<ul style="list-style-type: none"> • Software Development and Support • Software support • Design and development of Back Office System and Customer/User support
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008-Present INTRALOT Senior Software Architect</p> <ul style="list-style-type: none"> • Help design new modules for the Instant Replenishment Application. • Provide quality development support for existing lottery contracts. • Involved in writing specifications for new lottery implementations. <p>2006-2007 SCIENTIFIC GAMES Software Architect</p> <ul style="list-style-type: none"> • Created new consumable products module for ordering & tracking. • Designed and developed new transaction & draw engine. • Designed, managed and led the project development efforts. • Assist other teams with the design phase of their projects. <p>1997-2004 SCIENTIFIC GAMES Senior Programmer Analyst/Architect</p> <ul style="list-style-type: none"> • Designed and develop high volume transaction processing applications. • Successfully designed, developed and implemented secure lottery systems. • Provide quality support for lottery systems throughout the contract period. • Supported Instant Ticket and SciTrack Systems. • Designed, Developed & Led GMS Support for several Startups. <p>Other Experience 2005-2006 CREDIGY Senior Systems Architect</p> <ul style="list-style-type: none"> • Designed an EDI framework utilizing BizTalk 2004 and C#. • Designed a Conversion Framework/Engine using C# and SQL Server. • Designed and led development efforts of high volume Document Assembly & Printing module. • Designed a control panel to monitor the automation processes. <p>1996-1997 EDS/ GA MEDICAID Systems Engineer</p> <ul style="list-style-type: none"> • Support & modify the Voice Response & Terminal Inquiry Systems. • Support & maintain the HMO and Recipient's Eligibility subsystems. • Helped develop an intranet using MS FrontPage on Windows NT server. <p>Education</p> <p>Bachelor of Science in Computer Information Systems. DeVry Institute of Technology, Decatur, GA</p>



Cheng Li

Project Role	<i>Software Development & Support</i>
Proposed Position for Contract	Software Support
Current Position with Proposer	Software Engineer I
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Software Development and Support• Software support• Design and development of Back Office System and Customer/User support
Description of Qualifying Experience for Contract / Lottery Experience	Oct. 2008 - Present Software Engineer <ul style="list-style-type: none">• Maintain the current running state lottery projects• Develop database packages and Crystal Report files INTRALOT
Other Experience	2007 - 2008 Internship <ul style="list-style-type: none">• Develop and implement graphical interface for the different medical software system projects using Visual Basic.Net. EagleSoft Solution Inc
Education	Georgia State University Bachelor of Science - Major: Computer Science (Dean's List; 3.51GPA). Concentration: Human and Computer Interaction (Graphics). Coursework / Class Projects: Software engineering - Developed a Point of Sales system with four classmates using C#. Designed and implemented the class objects and the graphical user interface. In addition, helped on the database design. Windowing system programming - Developed server-based student registry system in a team of four people. Acted as the team manager that setup meetings, split the jobs, and put the pieces together. Also, designed the graphical user interface and implemented the server side program in Java RMI. Skills: Hardware - Basic PC upgrades/repairs, Network cabling, connectivity troubleshooting, hard drive recoveries, component level replacements. Programming - Strong C++ and Java, C#, Visual Basic, OpenGL. Database - Oracle, MySQL, Traditional file style. Web Programming - HTML, XHTML, CSS, XML, JavaScript, JSP, ASP.Net.

Patty Liesen

Project Role	<i>Financial Support - Accounting</i>
Proposed Position for Contract	Corporate Accounting Support
Current Position with Proposer	Manager – Accounts Payable
Description of Responsibilities for Contract	<ul style="list-style-type: none"> • Financial Support • Manage and coordinate activities required to ensure and accurate payable System • Develop and recommend policy and procedure to govern the payment of company bills to the advantage of the organization in terms of cash flow and discounts • Plan, schedule, and direct the work of the accounts payable unit
Description of Qualifying Experience for Contract / Lottery Experience	<div style="display: flex; justify-content: space-between;"> <div> <p>March 2007 - Present Accounts Payable Manager</p> <ul style="list-style-type: none"> • Implementation, management of all accounting/financial functions, including general accounting, financial reporting, and audits consistent with US GAAP and IFRS. • Ensure compliance with all applicable regulations and/or regulatory agencies. • Convey financial and accounting reports as appropriate to Parent company. • Assumes corporate tax compliance, securing full advantage of all favorable federal, state and local tax codes. • Administer full range of accounting duties to assist the controller to ensure that all records are maintained in accordance with GAAP. • Accrete recording transaction in general ledger through the accounts payable, accounts receivable and journal entry process. • Assist in the year-end financial audit. • Assist Controller with analysis and special projects as assigned. </div> <div>INTRALOT</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <p>September 2006 – March 2007 Receptionist</p> <ul style="list-style-type: none"> • Answered incoming calls and forwarded to appropriate party. • Processed incoming and outgoing mail. • Set up travel arrangements for all Intralot personnel. • Assisted Accountant with proper account coding and invoice approval tracking. • Created and maintained accounts payable files. • Shipped / received all domestic and international packages. • Assisted HR by posting job openings and reviewed and processed all incoming applications/resumes. </div> <div>INTRALOT</div> </div>



Andrey Lifshiz

Project Role	<i>Software Development & Support</i>
Proposed Position for Contract	Software Support
Current Position with Proposer	Senior Software Engineer
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Software Development and Support• Software support• Design and development of Back Office System and Customer/User support
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008-Present INTRALOT Senior Software Engineer</p> <ul style="list-style-type: none">• Maintain and enhance existing software based on customer needs.• Gather system requirements from customers.• Monitor and tune performance.• On call 24/7 to respond to production issues. <p>2005-2007 SCIENTIFIC GAMES Software Development Engineer</p> <ul style="list-style-type: none">• Developer on the Games Management System & other sub systems.• Wrote ASP.NET Data driven web pages.• Created database procedures for web pages and Crystal Reports.• Lead Developer for five Lotteries Start-up projects. <p>2004-2005 KMC TELECOM INC. Contractor</p> <ul style="list-style-type: none">• Designed & implemented an automatic system for database processes.• Implemented numerous system data access & business objects.• Designed & implemented ASP.NET web applications.• Developed & simplified numerous server & user controls. <p>2000-2003 ROCHE DIAGNOSTICS CORPORATION Software Development Engineer</p> <ul style="list-style-type: none">• Supported and extended communication interface.• Served as VB developer on a team Project.• Created VB test utilities for developers and QA use.• Designed and developed a Translation Tool System. <p>2000 KECK & WOOD, INC. Consultant</p> <ul style="list-style-type: none">• Customized existent Accounting and Utility data managing systems.• Developed processing system to replace Dos systems in public schools.
Other Experience	
Education	Associate of Science, Georgia Perimeter College, C#, ASP.NET, VB.NET, Visual Basic 6.0, MS SQL Server & Reporting Services.

Tom Little

Project Role	<i>Executive Oversight</i>
Proposed Position for Contract	President / CEO
Current Position with Proposer	President / CEO
Description of Responsibilities for Contract	<ul style="list-style-type: none"> • Executive Oversight • Participate in contract negotiations and award agreement • Liaison with INTRALOT SA on project status • Meet with project management team and Lottery for project and contract monitoring and control
Description of Qualifying Experience for Contract / Lottery Experience	<p>2001–Present INTRALOT President and Chief Executive Officer</p> <ul style="list-style-type: none"> • Developed and implemented 5-year plan to secure a contract with a domestic lottery partner. Secured first lottery partner in year three and a total of three partners by year five, greatly exceeding expectations. • Instituted and champion of the “Customer First” ideology which has allowed INTRALOT to remain the only gaming vendor in the world to never have been assessed liquidated damages. <p>1975-2000 SCIENTIFIC GAMES Senior Vice President, Systems Alpharetta, GA</p> <p>Other positions at Scientific Games included:</p> <ul style="list-style-type: none"> • Senior Vice President, International Sales; Vice President, Online Systems; Manager, Online and Video Lottery Systems; International Sales Representative; Project Manager; Programmer; Lottery Consultant • Developed and implemented complete instant ticket systems, including ticket accounting, claims validation, and distribution systems for Michigan, New York, Connecticut, and Ohio lotteries. • Worked at a senior level with more than 75 lotteries throughout the world on all aspects of lottery operations, including game design, prize structure, advertising, promotions, distribution, warehousing, data processing requirements and retailers. • Developed the Michigan Lottery's instant ticket weekly television show that utilized and broadcast a drawing. This included interfacing with the television station and ad agency and designing the games. • Directed the implementation of an instant ticket finishing plant in the United Kingdom; established the complete sales and systems functions for the UK facility. • Collaborated on the invention of on-line lottery terminals featuring many new advances in lottery terminal functionality & operations • Designed and implemented the first on-line video lottery system terminal that dispensed prizes directly to the player. • Developed application software for on-line games pertaining to validation, agent accounting, terminal activity and game summary. • Directed Illinois' video lottery project and served as project leader for the central site software system, which featured fault-tolerant hardware. • Implemented daily on-line transaction processing and agent sales reports for five on-line lottery systems. • Developed validation systems for Maryland and Illinois lotteries. <p>Education Purdue University - Bachelor's degree in Mathematics</p>



Charmon Martin

Project Role	<i>Lottery Application Specialist / Business Analyst</i>	
Proposed Position for Contract	LOTOS system Applications and Lottery Management Support	
Current Position with Proposer	Lottery Application Specialist / Business Analyst	
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Quality Assurance• Business Applications• Develop and maintain NASPL required test scripts, summaries & test plans• Assist in SAS 70 & NASPL audits• Perform restores, Back-ups, troubleshooting and debugging• Assist developers in testing to come up with the quickest solutions• Assist developers in writing TDS and deployment specifications• Maintain excellent customer relations	
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008 - Present</p> <p>Lottery Application Specialist/ Business Analyst</p> <ul style="list-style-type: none">• Develop & maintain NASPL required test scripts, summaries & test plans.• Assist in SAS 70 & NASPL audits most recently in March of 2008.• Worked with 8 different lottery systems on the 14 + software releases.• Perform restores, backups, troubleshooting and debugging.• Assisted developers in testing to come up with the quickest solutions.• Assist developers in writing TDS and deployment specifications.• Excellent customer relations.	INTRALOT
Other Experience	<p>2007 - 2008</p> <p>QA Software Test Engineer I</p> <ul style="list-style-type: none">• Develop and maintain test scripts and test summaries and scenarios based on functional specifications and NASPL QA certification processes.• Pass/fail testing of software change requests.• Positive/negative, regression, integration, and stress testing of backoffice systems and front-end processors.• Specialized testing of keyless validation systems.• One year experience on Unix platform with SQL Server 7 databases.• Execute pre-defined steps regarding Online Lottery tickets to meet expected performance requirements. <p>1995 - 2007</p> <p>Senior Lab Technician</p> <ul style="list-style-type: none">• Responsible for working with state government security officials to write test protocols.• Created internal test protocols for internal personnel ensuring consistent testing occurs.• Manufacturing division trainer educating various departments on the rationale to provide a highly secured product.• Perform ISO 9001 Internal Audits throughout the entire manufacturing environment ensuring the performed functions meet defined requirements.• Maintain ISO 9001 Quality Documentation System for the entire manufacturing group.	SGI SGI
Education	Georgia Institute of Technology – Continuing Improvement & Root Cause Quality Systems Consultants – Internal Auditor	



George Mermigas

Project Role	<i>Vice President Systems</i>
Proposed Position for Contract	Corporate Management of Software for Texas
Current Position with Proposer	Vice President Systems
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Manages all software development for INTRALOT US operations, specifically the Central Site Software systems.• Responsible for all Software project implementation and conversion efforts,• Manage the implementation plan through regular project meetings and written status updates with the Lottery• Director of technical support for the analysis, design and implementation of LOTOS™ O/S modules• Work with all team managers to ensure ongoing communication related to project activity
Description of Qualifying Experience for Contract / Lottery Experience	<p>2002–Present INTRALOT, S.A. Senior Project Manager / System Architect</p> <ul style="list-style-type: none">• Responsible for the analysis, design and implementation of LOTOS™ modules for all INTRALOT Projects.
Other Experience	<p>1997 - 2002 P&K BROKERAGE Senior Programmer - Analyst</p> <ul style="list-style-type: none">• Responsible for the analysis, design and implementation of the MIS for the company in SQL Server. <p>Programmer Analyst</p> <ul style="list-style-type: none">• Member of the development team. Several tools were used among others are: SQL Server, Oracle, TOAD, SQL Navigator, Visual Studio, JBuilder, Homesite, and Dreamweaver. <p>Systems & Network Administrator</p> <ul style="list-style-type: none">• Responsible for the design and implementation of the LAN/WAN for the company.• Responsible for the setup and configuration of CISCO Routers, PIX Firewall.• 1995-1996 University of Sheffield, MS in Engineering in Telematics• 1992-1995 School of Technological Information, Diploma in Information Engineering,
Education	



Shama Navalkar

Project Role	<i>Software Development & Support</i>
Proposed Position for Contract	Software Support
Current Position with Proposer	Software Engineer
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Software Development and Support• Software support• Design and development of Back Office System and Customer/User support
Description of Qualifying Experience for Contract / Lottery Experience	<p>2007–Present INTRALOT Senior Software Engineer</p> <ul style="list-style-type: none">• Analyze requirements, design specifications, develop, Unit test & implement code using ASP.Net, VB.net, C#, crystal reports and Oracle Server.• Research and analyze current functionality for improvement. <p>2005–2007 Scientific Games Software Engineer</p> <ul style="list-style-type: none">• Work with sales teams on defining customer implementations.• Analyze requirements, design specifications, develop, Unit test & implement code using ASP.Net, VB, C#, DTS Packages & SQL Server.• Provide implementation support and guidance. <p>Other Experience 2004-2005 Sun Trust Bank / Accenture Technology Consultant</p> <ul style="list-style-type: none">• Work with the SunTrust Lead Architect on defining project modules.• Analyze requirements, design specifications, develop & implement code using ASP.Net, C#, DTS Packages, SQLXML, XSL & Sql Server.• Provide orientation training to end-users. <p>2002-2004 APCO Inc. Project Coordinator/Technical Lead</p> <ul style="list-style-type: none">• Managing team deliverables, coordinating activities between Onshore & Offshore development teams, gathering business requirements, developing modules, integrating with UNIX system, conducting system tests & UAT & production rollout.• Technical Lead Developer for Web based Vehicle Service Contract management system using .NET & SQL Server. <p>2000-2002 NetVendor Inc. Senior Software Developer</p>
Technical Skills	<p>LANGUAGES: ASP .NET, C#, ASP/COM/MTS, Transact SQL, PL/SQL, JavaScript, VBScript, HTML, Java, JSP, XML, XSL, Windows Scripting, Visual Basic & Power Builder.</p> <p>RDMBS/DBMS: SQL Server 2000, Oracle 8, Sybase System 11</p> <p>TOOLS: Visual Studio, Dream Weaver, Actuate, Crystal Reports, Visio, Visual Source Safe & PVCS</p>
Education	<p>Domain Knowledge: Automobile Insurance, Banking, Lottery</p> <p>Bachelor of Commerce (Accounting/Economics), University of Bombay, India</p>



Paul S. Ostendorf

Project Role	<i>Senior Project Manager</i>
Proposed Position for Contract	Project Manager Field Service/Logistics
Current Position with Proposer	Senior Project Manager
Description of Responsibilities for Contract	<ul style="list-style-type: none">• On-site Senior Management Support for the Lottery• Responsible for overall project implementation and conversion effort• Manage the implementation plan through regular project meetings and written status updates with the Lottery• Work with all team managers to ensure ongoing communication related to project activity• Prepare and submit regular reports on business activities and events related to operations
Description of Qualifying Experience for Contract / Lottery Experience	<p>2007 – Present INTRALOT Senior Project Manager</p> <ul style="list-style-type: none">• Create and executes project work plans and revises as appropriate to meet changing needs and requirements.• Provide project oversight and mentoring for personnel.• Manages project budget.• Identifies resources needed and assigns individual responsibilities.• Reviews deliverables prepared by team before passing to client.• Liaison for customers on all project-related deliverables.• Prepare and submit regular reports on business activities and events related to operations• Contract with security equipment provider for the procurement and installation of security hardware and software• Complete and maintain the Disaster Recovery Plan and Security Plan• Assures MUSL compliance <p>1990 – 2006 SCIENTIFIC GAMES <u>SGL Summary:</u></p> <ul style="list-style-type: none">• Respected manager with 16 years of experience in the lottery industry leading people and implementing processes to deliver optimum product quality and service• Veteran of six lottery launches and eight system/network conversions focused on utilizing innovative strategies and strong team management to streamline operations <p>2004-2006: Regional Director, Operations</p> <ul style="list-style-type: none">• Managed Data Center facilities and point of sale networks for five lottery contracts, including Montana, North Dakota, South Dakota, Colorado, and Oklahoma• Provided leadership for P&L financials, site management, field service, sales force supervision, training, and Call Center management• Implemented quality assurance process for terminal manufacturing to decrease expense of testing terminals onsite; reduced failure rates to zero and cut out of box testing costs by 50 percent <p>2000-2004: Senior Director, Support Services</p> <ul style="list-style-type: none">• Led operations and contract negotiations for multiple corporate functions, including a National Call Center, Depot Repair, and Field Engineering• Handled RFP/Proposal processes and oversaw major projects both international and across the nation• Centralized Call Center and dispatch functions to reduce costs and accommodate 800 percent inbound call growth• Utilized Remedy's AR system to handle 40,000 retailers with 70 percent call closure rate.



1999-2000: General Manager, Montana Operations

- Directed 24/7 Data Center operations and field service support for the Montana State Lottery, with accountability for continual customer interaction to meet client expectations.

1998-1999: Project Manager, Montana Operations

- Coordinated same-day conversion of central data system, point of sale equipment, and a multi-faceted communication network in the fourth largest state of the country.

1997-1998: Director of Hardware Support, Connecticut

- Identified hardware needs to support multiple lottery contracts, interacting with software and engineering groups to ensure compatibility and product quality.

1990-1996: Lead Electronic Technician

- Conducted circuit board and component level repair for the Galaxy lottery terminal manufactured by Amotote, a division of General Instrument.

Education

Completed coursework in Business at Pikes Peak College.

Andreas Panos

Project Role	<i>Terminal Software Support</i>
Proposed Position for Contract	Terminal software support
Current Position with Proposer	Software Engineer
Description of Responsibilities for Contract	<ul style="list-style-type: none"> • Database Support • Database specifications • Database maintenance and support
Description of Qualifying Experience for Contract / Lottery Experience	<div style="text-align: right;">INTRALOT</div> <p>2006 - Present</p> <p>Terminal Software Manager</p> <ul style="list-style-type: none"> • Working as a C++ Software Engineer at the terminal division, developing the software for the Coronis Terminal. Development is under the Linux platform (SUSE) with C++ and QT for the GUI components. • Completed the development of the Malaysian lottery, and the refactoring of the base code and development of a framework (Intralot Framework Library – IFL) which is now used on two projects, the West Australian and Central Australian lotteries.
Other Experience	<div style="text-align: right;">SONAK Systems & Software</div> <p>2004 - 2006</p> <p>Software Engineer</p> <ul style="list-style-type: none"> • Worked as a C++ and Visual Basic Software Engineer. • Implemented the software system for controlling various devices (time-lapse VCR, infra-red camera, naval radar, radio antenna) on a security van which is used by the Hellenic Navy for patrolling harbors and ports and working on the communication protocol (UDP networking through HF radios). • Implemented a 3D tactical library (C++, OpenGL, shaders, terrain LOD, scene management, TCP/IP networking) for displaying tactical entities on a 3D terrain (DTED heightmap and satellite imagery). • Development of the simulation of the WISPR communication system used in Leopard2 tanks of the Hellenic Army. The project was part of the complete Leopard2 simulator developed by KMW (C++, UDP, DIS simulation protocol). <div style="text-align: right;">Interoperability Systems Integration</div> <p>2002 - 2004</p> <p>Software Programmer</p> <ul style="list-style-type: none"> • Worked as a C++ programmer for the display department, developing graphics for the company's graphics library, which is used in tactical displays and simulations. • Developed graphics with OpenGL, gained experience in MFC and FOX Toolkit GUIs, multithreading, network programming (TCP/IP & UDP) and developing tools for recording and translating NATO Data Links (Project Morpheus). • Appointed Project Lead Engineer in this project, completed the development of the following data links: Link1, Link11, Link16, KDIL, ATDL1 and IJMS in a man-readable form. • Trainee station of the Firefinder Classroom Trainer (FCT) for the TPQ-36/37 Firefinder Radar, which enables the training of up to six operators simultaneously in a classroom environment. • Universal Link System (ULS), a system being developed for the Hellenic Air force, involved in R&D issues, such as porting the display library (VTB) to Linux and developing a new client-server model for VTB. <div style="text-align: right;">114 Combat Wing of Tanagra</div> <p>2001 - 2002</p> <p>Analyst Programmer</p> <ul style="list-style-type: none"> • While serving my military service as an Analyst Programmer in the Hellenic Air force, I was posted as a System Administrator in the 114 Combat Wing of Tanagra. • Administration of the Wing's network, which was compromised by 5 Servers (Windows 2000 – Active Directory) and 100 terminals (Win2000 & WinNT).



- Other projects included web development (HTML, JavaScript, ASP) of the entire intranet web site, programming COM+ objects (VBasic & MS-SQL SERVER) for the Wing's Aircraft Support Information System (ASIS) and programming of an OpenGL application (in C++) for playing back the Mirage 2000 flight recorder data in a 3D environment (Mirage 2000 FlightPlayer).

1999 - 2000

Silicon Dreams Studios Ltd.

Graphics Tools Programmer

- Worked as a Graphics Tools Programmer for the football game development teams (UEFA Champions League & World Wide Soccer).
- Main tools included MAX utilities, modifier and export plugins (C++), bipedal animation export, MFC OpenGL Viewers.
- University of Hull - MSc in Computer Graphics and Virtual Environments
- Middlesex University - Diploma in Interactive Computer Systems
- Anglia Polytechnic University - BSc (HONS) in Computer Science

Education



Terrence J. Patterson

Project Role	<i>Management of Texas Operations reporting to Bruce Anderson</i>
Proposed Position for Contract	Deputy General Manager
Current Position with Proposer	Regional Director
Description of Responsibilities for Contract	Deputy to the General Manager, process improvement, service level management.
Description of Qualifying Experience for Contract / Lottery Experience	<div><div>INTRALOT, USA, Duluth, Georgia 2009-Present</div><div><i>Regional Director of Lottery and CSP Operations, Northeast USA</i></div><ul style="list-style-type: none">Responsible for the oversight of business channels for INTRALOT for the states of Ohio (CSP Operation only), Vermont, New Hampshire and Washington, DC. Oversight includes contract compliance with the State Governments, management of all systems, network and service operations for each location.</div> <div><div>Multimedia Games, Inc., Austin, Texas 2005-2009</div><div><i>Director of Lottery Sales, US and International</i></div><ul style="list-style-type: none">Responsible for the development of new business channels for Multimedia Games' line of products, including Class II, Class III and VLT video products and electronic bingo products, throughout the USA and Internationally where appropriate.Developing and installing newly approved Class II video market in the country of Mexico — over 5000 machines operational.Developing "pilot" rollout program for new potential Lottery product in USAResponsible for Sales Operations for the New York and Rhode Island LotteriesDevelopment of Distribution channel partners for products worldwide.</div> <div><div>Scientific Games Corporation, Alpharetta, GA 1998 – 2005</div><div><i>Vice President, Operations and Support Services</i></div><ul style="list-style-type: none">Responsible for a \$300 million division including business development for Latin America, client relationship management, project management, field support services and call center operations that included over 500 employees.Integrated computer systems (inclusive of 30,000 point of sale terminals), personnel, field support operations, and business /customer support operations and regional management with Autotote Corporation acquisitions of Scientific Games and On-Line Entertainment Systems (OES) over a two year period.Rolled out all point of sale upgrades; hardware (through field service technical upgrades) and software (organized pre-scheduled downloads from central systems to specific terminal devices affected).Established National Call Center, supporting over 30,000 point of sale terminal locations.Directed all implementation projects related to computer system hardware, communications networks, software design specs, and development.</div> <div><div>ILTS, Carlsbad, California 1997-1998</div><div><i>Project Manager/Business Development</i></div><ul style="list-style-type: none">Responsibilities included Latin American Business Development support, proposal writing and review.Assisted in the development of a comprehensive bid proposal for the State of Arizona.</div> <div><div>GTECH Corporation, West Greenwich, RI 1982 – 1997</div><ul style="list-style-type: none">Director of Project Implementations (North America, Central America, South America)Strategic responsibility for all implementation of new start-ups, conversions, and systems</div>

upgrades. Managed over \$30 million annually in Capital Expenses.

- Successfully oversaw the project launches of several key business initiatives in Latin America, including Mexico expansion, Puerto Rico network conversion, Guatemala startup and Venezuela startup.
- Successfully oversaw the project launches in several key US domestic customers including Kansas system conversion, Ohio system, and California data center consolidation.
- Managed and directed computer system upgrades, communication network upgrades, software installations and all point of sale retail devices

Country Manager, Mexico

- Responsible for all aspects of operations, client management and strategic direction of this 110 employee, \$12 million dollar business unit.
- Launched a 4500 retailer business unit in the country of Mexico.
- Hired and trained a 100 plus employee organization, opening regional offices throughout the Republic of Mexico, supporting computer operations, field services, network maintenance, marketing support and administrative support functions.
- Implemented a national communications network and computer data center operation to manage all aspects of the business unit.

Project Manager

- International oversight for implementation of multiple systems and operations efforts. Traveled throughout Ireland, Australia, Spain, Mexico, Venezuela, Argentina, Brazil as well as throughout the US.
- Supervised the startup Irish National Lottery project, beginning operations on-time and on-budget.
- Oversaw the training and implementation of an on-line computer system for the government of Western Australia, with responsibility for all operator training, call center organization, system procedure development, and business continuity planning.
- Supported the training, implementation and buildout on an on-line system for the government of Catalunya, Spain, with responsibility for all operator training, computer center construction, product distribution planning, call center organization, system procedure development and business continuity planning.

Computer Operations Manager

Computer Operator

- Day to Day Operations of the centralized operating system throughout multiple sites.
- Supervised the hiring and training of all computer operations staff for the government of the District of Columbia's on-line Lottery Division.
- Supervised all the hiring and training for all the computer operations staff for the state government of New Jersey's on-line Lottery Division.
- Supervised several key aspects of a large system conversion for the state of Rhode Island's on-line Lottery Division.

Education

Catholic University of America, Washington, D.C. Bachelor of Science Curriculum (Computer Science)

Ronald Pederson

Project Role	<i>Facilities and systems buildout and acceptance</i>
Proposed Position for Contract	Infrastructure installation of communications, systems, networks, telephones, etc.
Current Position with Proposer	Sr. Facilities Coordinator
Description of Responsibilities for Contract	<ul style="list-style-type: none"> • Project Manager - Facility build out and maintenance, electrical, HVAC and the building • Physical building security and life safety • LAN and WAN infrastructure • PBX
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008 – Present, Project Manager, Facilities / IT Security INTRALOT</p> <ul style="list-style-type: none"> • Project Manager handling contractors to complete the build out for Ohio primary data center and back data centers. • Manager for installation of the systems equipment for the primary and back up data center. • Verify HVAC, UPS and security systems were installed to specifications.
Other Experience	<p>1997 – 2008 Facility & Communications Project Management - Scientific Games</p> <ul style="list-style-type: none"> • Project Manager for several large and small projects. Responsible for implementation, organizing individuals and installation of equipment for each project. • Over ten years experience in Lottery start up, conversions and implementations of state and international lotteries. Project Manager for getting the Data Center power, HVAC, PBX installation, Telco services and building infrastructure installed to specifications for the following Lottery's: • Project Manager for China Instant ticket warehousing roll out for 31 providences. Set up the warehouse distribution and ticket tracking work stations. Worked with local staff to get communication circuits installed in the providences. Worked with the local Lottery staff to modify their existing data center to accommodate our equipment for UPS power and HVAC. Worked with the local staff to bring in diversified carrier fiber muxes. • Georgia National data center; designed and over see the data center build out for existing contracts as well as future growth for HVAC, UPS and voice and data infrastructure, relocated the existing OC-3 fiber ring and upgraded it to an OC-12. • Pennsylvania Instant Ticket 2008; design and over see the data center build out, installed a new Telco DMARC, worked with the conveyor system contractor to install the conveyors, flow racks, and pick and pack stations, layout and installation of the office voice and data infrastructure. • Connecticut On-line; design and over see the data center's build out, installed a new Telco fiber and copper DMARC, layout and installation of the office voice and data infrastructure. • Maryland On-line; design and over see the data center's build out, installed a new Telco fiber and copper DMARC, layout and installation of the office voice and data infrastructure. • Spain; System installation and cabling for PDC and BDC. • Puerto Rico On-line; design and over see the data center's build out, installed a new Telco fiber and copper DMARC, layout and installation of the office voice and data infrastructure. • Colorado On-line; design and over see the data centers build out, installed a new Telco fiber and copper DMARC, layout and installation of the office voice and data infrastructure. • Oklahoma On-line and instant ticket; design and over see the data centers build out, installed a new Telco fiber and copper DMARC, layout and installation of the office voice and data infrastructure. • South Carolina On-line and instant ticket; design and over see the data centers build out, installed a new Telco fiber and copper DMARC, layout and installation of the office voice and data infrastructure. • Iowa On-line; design and over see the data centers build out, installed a new Telco fiber and copper DMARC, layout and installation of the office voice and data infrastructure. • Maine On-line; design and over see the data centers build out, installed a new Telco fiber and copper DMARC, layout and installation of the office voice and data infrastructure and PBX. Managed the communication network conversion.



- Florida Instant ticket; design and over see the data centers build out, layout and installation of the office voice and data infrastructure and PBX.
- New York Instant ticket; design and over see the data center build out, installed a new Telco fiber and copper DMARC, layout and installation of the office voice and data infrastructure and PBX.
- Pennsylvania Instant ticket 1998 managed the installation of the conveyor system, flow racks and pick and pack stations, installed PBX and modified office infrastructure.
- Relocated the communication network, computer system and communications hardware for the WV On-line Data center.
- Managed a 4 to 12 person crew to maintain 150,000 square foot office building and engineering and manufacturing space. Maintained HVAC and electrical systems and various testing systems for aerospace equipment, managed new construction and remodeling throughout the building.

1992 – 1997 Maintenance Project Engineer

Scientific Games

- Repair and schedule preventative maintenance for the Instant Ticket Printing Presses, packaging lines and building maintenance of the HVAC, UPS units.

1978 - 1992 Facilities Superintendent

Perkin-Elmer Corp.

- Managed a 4 to 12 person crew to maintain 150,000 square foot office building and engineering and manufacturing space. Maintained HVAC and electrical systems and various testing systems for aerospace equipment, managed new construction and remodeling throughout the building.

Education

Chaffee College - Industrial Electricity, HVAC Maintenance & Repair,
U.S. Navy - Interior Communications A School,
C-10 Electrical Contractors License,
BICSI Installer Certification



John Pittman

Project Role	<i>Marketing Support & Management</i>
Proposed Position for Contract	Corporate Support VP - Marketing
Current Position with Proposer	VP - Marketing
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Corporate Marketing Support and Management• Work with the Chief Marketing Officer to design and develop Marketing Plans• Work with the General Manager and Lottery to design game concepts
Description of Qualifying Experience for Contract / Lottery Experience	<p>2002–Present INTRALOT Vice President - Marketing</p> <ul style="list-style-type: none">• Responsible for the coordination of all marketing and research activities for lottery customers in the US.• Coordination with other Intralot Marketing Directors throughout the world to exchange ideas and keep current with international market trends.• Responsible for the marketing of Intralot's products and services in the US.• Work with the Account Representative and Lottery to design game and promotional concepts.• Work with the Lottery to design and develop Marketing Plans. <p>1988-2002 LOTTERY SUPPORT GROUP President and CEO</p> <ul style="list-style-type: none">• Directed a 15-employee team of Lottery experts to provide turnkey Lottery startup consultation and services.• Provided complete start-up consultation services to the Indiana, Kentucky, Louisiana and Texas Lotteries as well as 13 International Lotteries.• Developed strategic, operational and marketing plans for Lottery clients.• Played a key role in all functions including operations, new ventures/strategic planning, sales and marketing, negotiations, communications and technology for Lotteries throughout the world. <p>1977-1988 SCIENTIFIC GAMES Executive Vice President</p> <ul style="list-style-type: none">• Progressively promoted during tenure. Positions held include CFO, VP of Operations and Administration and VP of Sales and Marketing.• Directed all consulting activities for 12 U.S. Lottery start-ups, market research, contract negotiations, contract compliance and sales representatives. <p>Professional Experience 1972-1977 DELOITTE & TOUCHE CPA</p> <ul style="list-style-type: none">• Developed plans and conducted audits for banking, higher education and other industries. <p>Education Bachelor of Science in Business Administration, with honors, from the University of Florida. Certified Public Accountant.</p>



Karen Porter

Project Role	<i>Management of Marketing for Texas reporting the CMO</i>
Proposed Position for Contract	Deputy Chief Marketing Officer
Current Position with Proposer	Proposed Deputy Chief Marketing Officer for Texas
Description of Responsibilities for Contract	Support the Chief Marketing Officer, develop marketing strategies, measure and develop more effecting marketing and promotional strategies.
Qualifying Experience for Contract / Marketing Experience	<p>Marketing Consultant, Missoula, MT (formerly Austin, TX). 11/03 – present.</p> <ul style="list-style-type: none">• Perform services or coordinate and oversee outside resources necessary to achieve client goals in areas of branding strategy, marketing research, public relations, creative strategy and execution, media planning, website strategy, and marketing communication synergies.• Serve as online marketing strategist, conduct keyword research, perform search engine optimization services, and analyze online marketing performance metrics.• Monitor online marketing trends and develop online marketing strategies to leverage social media and interactive marketing tactics that best serve client needs. <p>Founder and CEO, Scents of Décor, Missoula, MT. 12/03 – present.</p> <ul style="list-style-type: none">• Created innovative candle product made of cosmetic ingredients for use on the skin (as moisturizer or massage oil) that launched a new product category within the candle industry.• Developed brand identity, conducted retail product testing, personally built product websites for retail and wholesale sales, and established domestic and international wholesale program.• Created prospective customer capture system and developed database that forms basis of e-marketing strategy to expand customer base and grow revenue. <p>Director of National Marketing, Knowledge Learning Corp., Golden, CO. 4/97 – 10/03. (Operating under the name of Aramark Educational Resources 4/97 – 5/03.)</p> <ul style="list-style-type: none">• Oversaw strategic and tactical implementation of marketing initiatives on a regional and national basis for educational company owning over 1400 child care centers in 31 states.• Managed all aspects of marketing research, creative strategy and graphic design, media planning and implementation, strategic partnerships, and web site development / marketing.• Personally managed \$8 million annual marketing budget including establishing allocation priorities and performing monthly line-item reconciliation and budget forecasting.• Realigned marketing organizational structure and revised media strategies which resulted in a 40% increase in consumer response during period in which budget was reduced by 10%.• Oversaw website redesign and developed new website marketing strategy which resulted in a 600% traffic increase in one year.• Implemented segmentation research, attitude and awareness studies, focus groups, geo-demographic mapping and online research that resulted in significant consumer behavior insights ultimately leading to improved marketing response and increased revenue. <p>Marketing Director, Texas Lottery Commission, Austin, TX. 1/94 – 3/97.</p> <ul style="list-style-type: none">• Headed marketing function at the Texas Lottery, planned and allocated annual marketing budget of \$94 million, advertising budget of \$44 million, and managed 36 marketing staff.• Developed, in conjunction with outside firm, marketing segmentation research that resulted in new game development / implementation strategies that led to increases in scratch ticket sales from \$28 million per week in early 1994 to over \$40 million per week in early 1997.• Devised and managed marketing initiatives that resulted in sales exceeding projections. Refined product mix and developed marketing strategies to achieve a 52% cumulative sales increase over a three year period, far surpassing domestic industry growth during same period. Achieved #1 lottery sales status in U.S.; #5 internationally.• Wrote RFPs for vendor services, proposals for state funding, and formal written responses to

legislative inquiries as part of position responsibilities.

Marketing Consultant, Missoula, MT. 9/86 – 12/93.

- Provided marketing and advertising services to businesses and organizations including California Federal Savings and Loan, The University of Montana, healthcare organizations, real estate companies, retailers, public school systems and a variety of emerging businesses.
- Stimulated sales increases ranging from 16% - 167% within 12 months following implementation of recommended marketing strategies.
- Led re-branding effort and assisted with development and implementation of innovative marketing strategies for The University of Montana that contributed to enrollment increasing from 8,400 to over 11,000 students in a three year period.

Marketing Faculty Member, The University of Montana, Missoula, MT. 9/86 –12/93.

- Taught marketing and advertising courses including: Principles of Marketing; Advertising & Sales Promotion; Advertising Campaign Development; and Marketing Research. Developed and taught summer program short course, Small Business Marketing, targeted primarily to local business owners.
 - Served as faculty advisor to UM Student Advertising / Marketing Competition Team. Team ranked nationally in 1990, with campaign developed for the Hearst Corporation, and in 1991 with campaign developed for American Airlines. The 1992 team won first place national honors over 162 competing university teams for an integrated marketing communications campaign developed for VISA.
 - Appointed to serve on the American Advertising Federation's Academic Advisory Board. Awarded Outstanding Advertising Educator Award for District 11 (five U.S. states and 2 Canadian provinces) by the American Advertising Federation
 - Experienced marketing strategist with track record of achieving and exceeding marketing goals and objectives.
 - Proven ability to lead teams to project completion by deadline and within budget.
 - Demonstrated expertise in utilizing consumer behavior insights, demographic profiling and segmentation strategies to maximize market potential and achieve defined objectives.
 - Expertise in online marketing including website strategy, search engine optimization, social media marketing, pay per click marketing, and a wide variety of online marketing tactics to drive traffic and develop one way links into websites for increased page rank.
 - Specialization in branding, differentiation through positioning, and creating continuity and synergy through complimentary marketing communication strategies.
- Strong leader that encourages a team approach, strategic thinking, and innovative problem solving to achieve organizational objectives

Professional Strengths & Skills

Education

MBA - The University of Montana, Missoula, MT.

Recognized by MBA faculty as "Outstanding MBA Graduate" in year graduated.
Invited to join marketing faculty immediately after graduation.

BAs - The University of Montana, Missoula, MT. Double majors – Education / Sociology.

Both degrees granted with High Honors.
Art / Library Science minors.



Joffre Rivera

Project Role	<i>Network Management Support</i>
Proposed Position for Contract	Network installation, and ongoing technical support
Current Position with Proposer	Network Manager
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Network Management• Evaluate and install complex Systems, application software, and hardware• Maintain network Back-ups, licensing, security, and virus protection• Manage and maintain network documentation and disaster prevention and recovery plans
Description of Qualifying Experience for Contract / Lottery Experience	<p>2009 - Present INTRALOT</p> <p>Network Manager</p> <ul style="list-style-type: none">• Responsible for the start up of and primary contact for ongoing maintenance of systems and network communications issues on a 900 node network.• Unix platforms including AIX and FreeBSD, Linux platforms including SuSE. AIX technologies includes GPFS, HACMP (clustering) with AIX 5.3 and 6.• Networking theories, technologies and implementation using Cisco Equipment: Routing, Switching and Security including IP, VLAN, OSPF, BGP, MPLS, QoS, IPSEC/ISAKMP, Radius/AAA, Certificates.• VPN Technologies including IPSEC, PIX/ASA, and OpenSWAN.• Setup and configuration of resilient storage technologies: SAN, fiber switches, multipath, and RAID with an emphasis on IBM equipment.• Enterprise monitoring software configuration and implementation: Nagios, Rancid, and MRTG.• Microsoft Technologies: Exchange (and related technologies), Windows Server OSes, Active Directory, Clustering, DFS, DDNS, Group Policy, Replication, Trusts, and more.• Other Common Internet technologies used: Apache/IIS/HTTP, SSH, SCP, SFTP, DNS, Postfix/SMTP, VoIP, Asterisk & SIP.• Responsible for implementation of a multi-site Active Directory architecture and migration to Exchange server for all INTRALOT's business centers.
Other Experience	<p>2005 - 2008 Patheon Pharmaceuticals</p> <p>Senior Information Technology Manager</p> <ul style="list-style-type: none">• Manage budgeting and cost controls, schedule operational tasks and projects, program implementation, departmental coordination, and logistical planning as well as developing a 5 years LRP revising it yearly and ensuring business best interests• Responsible for data and voice (PBX / VOIP) networking for multiple sites, wide area network architectural design and administration, and overall operations support and management.• Created a highly efficient, redundant 15/30mb MPLS WAN infrastructure to support current and future needs. Consolidating costs and generating savings in the process.• Managed all aspects of day to day operations for 1,300 users in all departments contained in pharmaceutical Manufacturing Campus, composed of three geographically dispersed manufacturing sites.• Oversee and facilitate implementation off validated and commercial applications and systems.• Liaison between Patheon Corporate sites, IT department, local operations and vendors.• Responsible for the planning and execution for the Migration of the entire infrastructure from Novell to Windows 2003 as well as the e-mail environment from GroupWise 6.5 to Exchange 2003, Consolidating 26 application servers into 3 physical servers and 26 virtual servers running on a VMware ESX v3 Farm. Leaving only the infrastructure servers as physical units. This allowed for more efficient energy consumption, more physical space available and an environment that is easier to maintain and restore in case of disasters.• Implemented a highly efficient highly redundant infrastructure configuration over Dell platform

integrating ESX virtualization, EMC2 SAN and multiple node clustering with blade servers resulting in a 99.995 uptime for business applications.

- Upgraded the PBX system to a Mitel3300 IP enabled PBX interconnecting all facilities via IP in order to minimize long distance charges between sites, move and changes and simplify daily operations. Rolled out VOIP, creating a 3 node cluster PBX that allows for resiliency, this allows all ip phones to be served from one of the cluster nodes if the appropriate one fails.
- Managed and modified the Help desk, creating a first level with the necessary training and tools to solve approximately 70% of the problems on the first call allowing only the more complex tickets to move to the next level, allowing for more available time at the second and third level projects and improvements.
- Designed, planned and presented a corporate project to consolidate 27 exchange servers into 4 highly redundant, highly efficient Dell/EMC infrastructure, minimizing licensing, administrative and utilities costs as well as assuring system uptime ensuring compliance and retention.

2003 - 2005

Fiddler González & Rodríguez

Information Technology Director

- Responsible for managing all aspects of information systems including but not limited to the development of policies and procedures, legal compliance, budgeting, project management, disaster recovery, procurement and other activities to ensure system stability and reliability
- Reengineered communication infrastructure converging voice and data over a Cisco based network improving network stability and efficiency over a hundred percent
- Standardized on Microsoft office 2003 suite as well as OS and negotiated an enterprise agreement ensuring software updates, support and training for the next 3 years thus simplifying application/user support and reducing total cost of ownership
- Migrated Novell 6 NDS environment to a fully redundant Windows 2003 environment.
- Started a pc replacement program, standardizing on DELL with 3 years onsite support, eliminating the need for spare parts and minimizing the use of department resources on pc technical issues.
- Migrated critical SQL applications to Windows 2003 clusters and EMC storage improving their performance and reliability over one hundred percent.
- Planned, coordinated and initiated e-mail migration from Novell GroupWise to Exchange 2003.
- Developed it policies and procedures to ensure compliance and proper usage of systems/resources.
- Started a training program to bring users up to date on the applications and technology they are using, notably increasing their productivity.
- Implemented procedures and deployed strategies that reduced the support calls to the department by 80% in less than a year.

Education

Capitol College University - Currently pursuing a Master degree
University of Puerto Rico - B.S. in Business Administration

Certifications

CISSP : ISC2 Certified Information Systems Security Professional
MCSA 2003 + Security : Microsoft Certified Systems Administrator + Security
MCSE 2003 + Security : MS Certified Systems Engineer + Security Plus: COMPTIA



Lynne Robertson

Project Role	<i>Human Resources</i>	
Proposed Position for Contract	HR Generalist	
Current Position with Proposer	HR Generalist	
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Responsible for all human resource activities to include employment, compensation, labor relations, benefits, and training and development• Develop and maintain relationship with employment agencies, universities and other recruitment sources• Prepare and maintain company salary structure, job documentation, and job evaluation Systems. Complete salary survey questionnaires• Prepare process and distributes payroll• Design and conduct new employee orientations• Administer and explain benefits to employees, serve as liaison between employees and insurance carriers	
Description of Qualifying Experience for Contract / Lottery Experience	2009-Present Human Resource Generalist	INTRALOT
	<ul style="list-style-type: none">• Manage Payroll; Maintain ABRA, Sage, and Time Sheet databases.• Accurate Employee File maintenance and Payroll Administration.• Assist with New Hires, Terminations, and Benefits.• Provided benefit presentations & new hire orientation.• Assisted with staffing, recruitment, interviewing & tracking.	
Other Experience	1998 - 2009 Human Resources Representative/Generalist	Sybase i anywhere
	<ul style="list-style-type: none">• Provided extensive HR generalist support and services to division/organization management and employees to include: HR policies and procedures, compensation, performance management, employee relations, training & development, employee benefits, employment law, disciplinary action, and performance improvement plan.• Assisted hiring managers in establishing recruitment needs and aids in developing sourcing mechanisms for candidates.• Worked with Division/Organization managers to assist in job postings, employment requisitions, scheduling of candidate, interviewed, administered background checks, offer authorization, letter generation, and processing of other new hire records.• Managed Co-op program -built relationships with local Universities-recruited, managed conversion from Co-op to FT position.• Served as the first point of contact for employees and leaders in select areas.• Assisted in the execution of compensation processes, including merit increases, and recognition awards.• Reworked new-hire orientation to include HR information and company resources.• Maintained HRIS system.• Conducted exit interviews and analyzes turnover trends.• Ensured clear, consistent, fair, and timely delivery of HR policies, and programs, systems and procedures.• Trained management team on interviewing techniques and best practices, conducted workshops and one-on-one coaching sessions that contributed to sound hiring decisions.• 401 (k) administration-enrollment, and discrimination testing.• Administered yearly Benefit enrollment.• Reconciled monthly invoices from insurance vendors.	



- Oversee Workers' Compensation Administration.
- Resolved conflicts between employees and insurance carriers, coordinated health fairs to promote employee wellness.
- Processed payroll for 300+ multi-state hourly & salaried employees through ADP.
- Set-up payroll for new companies, prepare tax ID applications, payroll tax reporting, and garnishments.
- Supported several mergers acquisitions.
- Structured company events.

1991 - 1998

FATS. INC

Senior Payroll Administrator

- Processed multi-state payroll processing through ADP for 450+ employees.
- Payroll processing for subsidiaries in Canada and United Kingdom
- Working knowledge of federal, state and local guidelines governing payroll
- Maintained HRIS system
- Integration of payroll and employee benefits for newly acquired companies
- Skilled with benefit plan administration and practices
- 401 (k) administration - enrollment, and discrimination testing
- COBRA administration
- Completed monthly Reports and analysis
- Managed employee garnishments
- Ensured company regulatory compliance
- Completed monthly reconciliation of payroll accounts to general ledger
- Prepared, calculated processing of commissions for US sales representatives
- Assisted HR Director with employee benefits, and employee orientation
- Handled daily bank deposits
- Oversaw petty cash for corporate office
- Approved invoices for payment
- Collected on account receivables
- Reviewed, and posted cash receipts

Education

Georgia Perimeter College - Currently pursuing Business Degree

Completed ongoing training in the areas of compensation, benefits, employee labor relations, leave of absence, workers' compensation and workplace safety/security.

Skills

- ADP PC for Windows payroll system, ADP HR Perspective, PeopleSoft and Report Smith.
- MACOLA Accounting Systems.
- Shelby.
- Excel, PowerPoint, Microsoft word, Word software, and Kronos.



Harris Roth

Project Role	<i>Technical Support for Retailer Terminal Software.</i>	
Proposed Position for Contract	Software Engineer for Retailer Terminals	
Current Position with Proposer	Terminal Programmer	
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Manage the Technical Support Team• Responsible for working with the customer and the business analyst to specify the functionality of the Lottery Terminal application• Support both internal and customer testing by addressing and correcting any discrepancies found between the application operation and the specified requirements• Provide lifecycle support on all production	
Description of Qualifying Experience for Contract / Lottery Experience	2008 - Present Terminal Programmer Lottery Terminal Software	INTRALOT
Other Experience	1985 - 2008 Senior Software Engineer <ul style="list-style-type: none">• Application Developer: Designed, developed, maintained and modified platform applications supporting a proprietary retail real-time fault-tolerant in-store processor.• Designed & developed UNIX applications supporting an interface from UNIX to proprietary retail in-store processor.• Designed & developed an expert system for analysis of printed circuit board design.• Designed & developed client based retail applications using Visual C++ in an object oriented development environment.• Designed & developed customer specific client modules using C under Unix in support of database and high order data retrieval.• Extensive 3rd party and customer contact experience through Professional Services Consulting.• Designed & developed exposures for a fuel system interface to food/drug checkout solution using XML.• Designed & developed POS specific transaction brokers between POS and self-checkout system.• Systems Developer: Designed & developed real-time kernel modules for 68030 based OS supporting memory management and task switching.• Designed & developed controller software for an on-board 68010 processor driven communication card.• Designed & developed character and streams based UNIX device drivers for StarLAN and proprietary LAN.• Ported a retailer's application from competitors hardware to NCR 7052 and NCR 7450 by rebuilding the communications layer to utilize TCP/IP over 10BaseT Ethernet.	NCR Corporation
Education	University of Pittsburgh – BSCS & MCSE	

Philip H. Sherwood

Project Role	<i>Management and leadership for the Lottery Sales Representatives</i>	
Proposed Position for Contract	Director of Sales	
Current Position with Proposer	Proposed Director of Sales for Texas	
Description of Responsibilities for Contract	Manage District Managers, implement LSR training and certification program.	
Description of Qualifying Experience for Contract / Lottery Experience	2005 - Present	Multimedia Games Inc.
	<ul style="list-style-type: none"> • Vice President, Sales • Director of Charitable Sales 	
	1985 - 2004	Stuart Entertainment Inc.
	<ul style="list-style-type: none"> • Leading manufacturer of a full line of bingo and bingo related products 	
	2001 - 2004	
	Vice President Sales	
	2000 - 2001	
	Director of Eastern North American Sales	
	<ul style="list-style-type: none"> • Administered an annual sales budget of \$75M • Managed a sales force of 24 outside and 16 inside representatives • Analyzed distribution network and recommended reduction, allowing sales team to focus and increase business with fewer distributors 	
	1997 - 2000	
	Vice President of Sales, US	
	<ul style="list-style-type: none"> • Administered an annual sales budget of \$48M • Supervised, trained and motivated 10 outside and 16 inside sales representatives • Implemented regional sales training seminars for distributors and their sales people increasing sales of high margin products by 15% • Analyzed distributors financial statements, inventory levels and sales techniques recommending improvements to increase profitability • Team Member responsible for all company distribution locations and recommending consolidation for increased profitability 	
	1994 - 1997	
	Director of Sales	
	<ul style="list-style-type: none"> • Identified areas of poor representation and hired regionally based sales representatives increasing sales by 5% • Developed new and innovative products • Administered an annual sales budget of \$30M • Coordinated the acquisition of two competitors, with annual sales of \$30M merging product lines, sales teams and customers 	
	1990 - 1994	
	Regional Manager, Toronto, Ontario	
	<ul style="list-style-type: none"> • Restructured existing distribution facility including: moving physical location, hiring new staff and developing new product lines to meet the requirements of the customers 	



and increasing annual sales by \$1M

- Restructured sales staff and implemented sales goals to recapture lost market share
- Implemented advertising and marketing programs to increase business with established customers and to reach new markets
- Supervised and motivated 30 office, warehouse and sales staff
- Responsible for all administrative functions including A/P, A/R, Sales Forecasting, Budgeting, Purchasing, Inventory Control, Customer Service and Shipping/Receiving
- Personally handled all house accounts with annual sales of \$2M
- Administered an annual sales budget of \$9M

1987 - 1990

Regional Manager, London, Ontario

1985 - 1987

Sales Representative, Toronto, Ontario

Other Experience

1984 - 1985

Panasonic Canada, Toronto, Ontario

Sales Representative

- Prospected, through cold calls, to small business owners to develop a new territory
- Established and maintained rapport with customers, assisted them in assessing their requirements and created a demand for the product
- Identified lack of inventory and suggested increases to management resulting in increased sales
- Increased new area of business by 20% in the first year
- Exceeded sales goals by 20%

Education

Business Administration Diploma Seneca College of Applied Arts & Technology, Toronto

Chaz Shivers

Project Role	<i>Procurement Management</i>
Proposed Position for Contract	Procurement Management Support
Current Position with Proposer	Director - Procurement
Description of Responsibilities for Contract	<ul style="list-style-type: none"> • Procurement Management • Assist with the project budget • Ensure timely payments are made to vendors and suppliers • Manage all aspects of the purchase/lease for the facility • Order equipment and oversee the installation of HVAC, UPS, and fire suppression Systems • Manage all supplier relationships • Manage procurement of consumables including thermal ticket stock, playslips, etc.
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008 - Present INTRALOT Director of Procurement</p> <ul style="list-style-type: none"> • Supplier Development, Supplier Management, and Supplier Performance Review, Supply Chain Policies, Processes, and Procedures. • Material Management - Inventory Control Policies, Processes, and Procedures. • Lean Initiatives and Business Process Improvements. • Supplier Development, Supplier Management, and Supplier Performance Review, Supply Chain Policies, Processes, and Procedures. • Contract Assembly Services, Active and Passive Components, Electro-Mechanical Hardware, and Software acquisition. • Manage all aspects of the Purchase/Lease for the facility. • Manage all Supplier Relationships.
Other Experience	<p>2007 - 2008 ArgonST Manager, Supply Chain Management</p> <ul style="list-style-type: none"> • Fast Track Procurement Process – 75% reduction in Request For Purchase cycle times, a \$250, 000 annual cost savings. • Procurement Credit Card Program – \$700,000 in cost savings and an 80% reduction in procurement cycle times for Engineering prototype procurement during the first year. • Obsolete and Residual Inventory Control Program – Realized a \$300,000 profit via the disposition of non-essential/obsolete materials. • Supplier Relationship Management, Supplier Performance Metrics, Supply Chain Performance Metrics, Supply Chain Policies, Processes, and Procedures, CPSR, DCMA, FAR, and Sarbanes – Oxley Audit Compliance, Custom Electro-Mechanical Subcontracts, Supply Chain Earned Value and Budget Management, Inventory Control and Order Fulfillment. • Active Security Clearance – Secret Level <p>2001 - 2007 EMS Defense & Space Systems Sr. Manager, Supply Chain Management</p> <ul style="list-style-type: none"> • Outsourced Asset Calibration and Repair Services – \$625,000 in cost savings since March , 2002 implementation. • Supply Chain Cost Avoidance & Cost Savings Program –\$5.5M of Cost Savings/Avoidances documented since Nov, 2001 implementation. • Volume Purchase Agreement Process and Supplier Letter of Intent Template – Eliminated 500 labor hours, a \$10, 000 cost savings. • Contract Assembly Services, Test Services Sub-contracts, Custom Electro-Mechanical Sub-



contracts, Supplier Relationship Management, Supplier Performance Metrics, Inbound Inspection, Order Fulfillment, Supply Chain Performance Metrics, Supply Chain Policies, Processes, and Procedures, Supply Chain Sarbannes – Oxley Compliance, Logistics, Procurement Credit Card Policies, Procedures, and Compliance, established EMS Corporate Supply Chain Council, Supply Chain Management Intranet Share Point database, Procurement, Materials Planning, Inventory Control, and Logistics Policies and Procedural Manual.

1995 - 2001

Via Sat, Inc.

Procurement Section Manager

- Supply Chain Material Bid and Proposal Process – Immediate 25% improvement in Material Cost Proposals cycle time, a \$50,000 first year cost savings.
- Implemented Continuous Improvement Measures - Standard Material Cost Process, Material EAC/CTC processes, G.F.E/C.F.E Administration, SOX Compliance, Capital Asset Management Program, and AS9100 Compliant.
- Materials Management, Commercial, Military, and Space Level Procurement, Materials Planning, Inventory Control, Custom Electro-Mechanical Assemblies, Test Equipment, Contract Test Services, Contract Assembly Services, Computer Hardware and Software, Machining, Sheet Metal, Specialized Coatings, Injection Molding, Printed Circuit Boards, RF Filters, Oscillators, Power Dividers, Synthesizers, NEMA Enclosures, and Contract Assemblies.

1991 – 1995

Block Medical, Inc.

Sr. Buyer/Planner

- Developed Supplier Ratings Score Card Process and Program – 18% improvement in overall Supplier Quality Ratings during first year.
- Inventory Control Lean Initiatives – 20 % reduction in Production Kitting cycle time, a \$48,000 cost savings.
- Machining, Sheet Metal, Coatings, Injection Molding, Printed Circuit Boards, Electronic Components, and Contract Assembly Services.

Education

San Diego City College:

- Graduate, Certified Purchasing and Materials Management Program.
- Undergraduate studies with a concentration in Business Management.

Expertise

- Materials Management, Warehouse Inventory Control, and Logistics
- Internal and External Supplier Performance Metrics
- Commercial and Government Supplier Sourcing
- Commercial and Government Procurement Management
- Commercial and Government Supplier Relationship Management
- Government Acquisition Policies – FAR, DAR, GSA, SBA, & CPSR
- Property Administration - GFE, CFE, and Capital Assets
- Capital Equipment Leasing, Calibration, Maintenance, and Repairs
- Business Process Improvements – Lean Initiatives
- Supply Chain Policy, Process, and Procedure Development
- Proficient in all aspects of MS Office
- Enterprise Resource & Materials Requirements Implementation & Administration
- Team Building and Mentoring Skills



Sherry M. Soard

Project Role	<i>Assistant Project Manager to Ken Wilson</i>	
Proposed Position for Contract	Assistant Project Manager Vending for the conversion	
Current Position with Proposer	Vending Solutions Manager	
Description of Responsibilities for Contract	Assistant Project Manager for Vending Placement and Coordination	
Description of Qualifying Experience for Contract / Lottery Experience	2008 - Present Vending Solutions Manager	INTRALOT, Inc.
	<ul style="list-style-type: none">• Responsible for coordinating customer product specifications with engineering/development team.• Work with deployment/install teams to ensure all requirements are provided and schedules are met, including: field service training, lottery training, out-of-box testing, install resources, on going operation needs, etc.• Conduct sales/marketing analyses for measuring current performance and projecting sales trends for current and future customers. Work with current customers to employ best practices to maximize profits.• Responsible for vending solution marketing needs for trade shows, lottery demonstrations and RFP requirements.	
Other Experience	2003-2005 Regional Account Director	GTECH Corp.
	<ul style="list-style-type: none">• Led domestic and international vending solution sales and marketing, primarily responsible for all RFP responses.• Renegotiated existing vending contracts increasing gross revenue and net profits over \$10M.	
Other Experience	2000-2003 Account Executive	Interlott Technologies, Inc.
	<ul style="list-style-type: none">• Managed multiple ITVM contracts including, business plan development, sales marketing analysis, bid responses, contract negotiations, execution and compliance.• Directed installation teams, training and service programs.• Trade show set-up, demonstrations.	
Other Experience	1993-2000 Commercial Real Estate Appraiser	Self-Employed
	<ul style="list-style-type: none">• Appraised commercial real estate properties including vacant land, industrial warehouse, office, retail, multi-family, special use, right-of-way.• Responsibilities included property inspection; sales data collection and analysis; sales, cost and income data analysis; highest and best analysis; data correlation; review and final market data conclusions.	
	University of Kentucky – BS – Health Services Administration, 1984	
	Appraisal Institute, Chicago, IL – Level I & Level II Courses (Commercial Real Estate Appraisal)	
	Professional Certification – Certified General Real Property Appraiser, Kentucky License No. 002544	



Konstantinos Stavroulidakis

Project Role	<i>Software DBA Support</i>	
Proposed Position for Contract	Database Administrator	
Current Position with Proposer	Database Administrator	
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Database Support• Database specifications• Database maintenance and support	
Description of Qualifying Experience for Contract / Lottery Experience	<p>2006 – Present INTRALOT</p> <p>Database Administrator</p> <ul style="list-style-type: none">• Administrate Oracle 9i/10g/11g databases on AIX, Windows, and OpenVMS• Architect OLTP databases for back office lottery and scratch tickets.• Architect OLAP databases for reporting and data analysis.• PL/SQL development for business logic layer, reporting, and data access.• Architect ETL between disperse systems.• Design and manage database replication technologies for lottery databases. (Advanced Replication, Data Guard, Standby Database)• Direct DBA and Database Development activities across projects in the US.• Support Day to Day activities and lottery system data issues.• Maintain and monitor database and system performance.	
Other Experience	<p>2004 - 2006 Atos Origin Hellas</p> <p>Database Administrator</p> <ul style="list-style-type: none">• Member of a team that worked on the Tellas premises.• Main responsibility was to support all databases (Total 60 databases – production, test & development).• The Oracle RDBMS was mainly 8.1.7.4 - 9.2.0.1 on Sun OS, AIX 5L, LINUX & Windows 2000 Server.• The databases' size was from 50GB up to 1,2TB.• Install Oracle RDBMS, create new databases, restore databases, space management (Troubleshooting, foreseeing possible oracle errors, minimizing FS utilization), support users, generate statistics, implement partitioning & transportable tablespaces solution for the DataWareHouse server.• Also worked as support manager of the NTR Roamware Application in Cosmote. NTR is an application that allows Cosmote to control the traffic redirection of roamer subscribers. <p>1999 - 2004 "SDC AE"</p> <p>Programmer</p> <ul style="list-style-type: none">• Member of the software support department that was responsible for the developing and user training of an ERP program named "AIXMES", which is an accounting and industry application.• Responsible for the installation of a C Application and Oracle RDBMS v 7.3 - v 9.2 on unix Sco, AIX, Linux, Windows NT, Windows2000 server.• Operated as a Database Administrator in all Oracle RDBMS installations. <p>1996 - 1998 Account office of S. Androulakis</p> <p>Assistant Account-Officer</p> <ul style="list-style-type: none">• Assistant account-officer	

Education

- Diploma of Technological Institute "KONTORAVDI" Computer programmer.
- Diploma of Technological Institute "AKTO" "Free hand and linear architectural designer, Auto Cad".
- Certificate of lyceum
- MS DOS, MS Office, Windows NT 95/98 2000 XP, Unix (Sco - AIX - Sun), RDBMS (Oracle).



Lisa Taylor

Project Role

Proposed Position for Contract

Current Position with Proposer Staff Accountant

Description of Responsibilities for Contract

Description of Qualifying Experience for Contract / Lottery Experience 2005 - Present Intralot, Inc.
Staff Accountant
Perform all A/P functions as per SOP.
Balance sheet account analysis and reconciliations.
Prepare purchase orders and receive purchase orders.

A/P Specialist
Process all travel transactions
Process expense reports thru Concur
Process and reconcile invoices

A/P Specialist/Staff Accountant Lund Int'l
Process and reconcile invoices for 400+ vendors
Reconcile unclosed reports for four divisions.
General ledger, journal entries

Other Experience 2002-2005 ConAgra Foods
Revenue Accounting Specialist
Performed all accounting functions including general ledger, journal entries, analysis, account reconciliations and month end closing.
A/P, A/R, Customer Service.

Other Experience 2000-2001 ConAgra Foods
Revenue Accounting Specialist
Performed all accounting functions including general ledger, journal entries, analysis, account reconciliations and month end closing
A/P, A/R, Customer Service.

Education College of St Elizabeth
East Stroudsburg University – Degree - BS – Business Administration/Management

lynn

Chitra Thankaswamy

Project Role	<i>Market Research Leadership for Texas</i>	
Proposed Position for Contract	Director – Market Research	
Current Position with Proposer	Proposed Director Market Research	
Description of Responsibilities for Contract	Conduct market research to design new games, promotions and marketing strategies to grow Texas Lottery sales.	
Description of Qualifying Experience for Contract / Lottery Experience	2003 - 2006 Senior Marketing Analyst	Oberthur Gaming Technologies (OGT)
	<ul style="list-style-type: none"> • Strategic Marketing Planning and Execution • Identified industry/consumer trends and evaluated market opportunities as the marketing lead in the company's annual strategic planning task force • Evolved a strategy to translate an existing product into a successful product line, representing over \$100 million in annual revenue to clients • Developed a sales forecasting tool to assess potential revenue for new clients, to strengthen the company's strategic pricing process in competing for new accounts • Contributed to strategic pricing decisions representing over \$25 million in revenue to the company • Drove research and analysis to improve client understanding through quantitative studies of RFP evaluations, clustering analyses and Corporate Image Assessment studies. • Marketing Research and Research Management • Coordinated qualitative and quantitative research projects with research vendors; generated strategic insights from top line summaries of research projects and presented them to senior management. • Provided research consulting to over fifteen national and international clients 	
	Marketing and Research Consulting <ul style="list-style-type: none"> • Developed growth strategies for over fifteen clients based on data analysis and industry intelligence. Supported clients in the successful implementation of strategic marketing recommendations. • Conducted workshops with clients to derive actionable recommendations from research. • Set up processes to automate periodic marketing reports for clients. Increased department efficiency relating to such projects by over 50 percent. 	
	Business Development <ul style="list-style-type: none"> • Key contributor in acquiring strategic partners: Analyzed marketplace, identified opportunities and supported the business development team in forging strategic alliances with significant players in the entertainment industry. • Responsible for strategic analysis and marketing planning in responding to Request for Proposals. 	
Other Experience	2007 - Present Marketing Research Sr. Consultant	Dell Inc.
	<ul style="list-style-type: none"> • Global Consumer Segmentation: Designed a global consumer segmentation solution based on consumers' product usage needs as well as purchase behavior, in order to create a unified segmentation solution for product development and marketing.. • Consumer Website Redesign: Advised online team and agency for site redesign to simplify purchase experience, using insights from retail benchmarking and segmentation. • Marketing Communications Testing: Conducted qualitative consumer research to gauge audience 	



reactions to proposed broad reach advertising. Advised the marketing teams on evolving the creative concepts to meet marketing objectives.

- Consumer Panels and Communities: Managed consumer advisory communities recruited by segment to act as the voice of the consumer to influence product development and marketing decisions.

Education

2002 University of Texas – Master’s Degree – Advertising

1999 National Institute of Technology – Bachelor’s Degree in Architecture

Athanasios Thomos

Project Role	<i>Software Development & Engineering</i>
Proposed Position for Contract	Software Technical Support
Current Position with Proposer	Software Engineer
Description of Responsibilities for Contract	<ul style="list-style-type: none"> • Software Development and Support • Software support • Design and development of Back Office System and Customer/User support
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008 - Present INTRALOT</p> <p>Software Engineer</p> <ul style="list-style-type: none"> • Developing the terminal side of the projects utilizing tools such as Ubuntu Linux OS, Qt3 library. • Troubleshooting peripherals that are attached to the terminals. • Analyzing data send from the Central System to the terminal side checking for data inconsistency.
Other Experience	<p>2006 Interoperability Systems International Hellas</p> <p>Software Engineer</p> <ul style="list-style-type: none"> • Professional electrical & computer engineer in IS technology. • Software Operational Task Link system development as a part of a Multi-Tactical-Data-Link Planning System (MTPS), utilizing the wxWidgets library with C++ as implementation programming language. <p>2003 - 2004 Wilkes University</p> <p>Electrical Engineer</p> <ul style="list-style-type: none"> • Conducted experiments for the Mechatronics Lab utilizing a 68HC11 based microcontroller system to implement motor digital controls. • Teaching Assistanship recipient. Tutored students on Controls Systems course, MATLAB sessions, and on 68HC11 assembly language. • Applied Embedded System software programming in C & ARM assembly language utilizing an XScale based board for applications such as keyboard & serial port drivers. • Packet Switching & Computer Networks utilizing OPNET software to compare internetworking protocols such as CSMA and ALOHA. • Participated on the development of a distributed system based on a wireless sensor network, based on Mica 2 motes running under TinyOS operating system. Major task was to build an interface between the sensor network and the host PC (basestation) for representing the data collected from the network in real time. <p>2001 -2002 Greek Army</p> <p>Military</p> <ul style="list-style-type: none"> • Fulfilled my military service in the Greek Army. <p>1998 Indelec Europe S.A.</p> <p>Intern</p> <ul style="list-style-type: none"> • Installation of a SCADA system in the PETROLA refinery that consisted of 6 RTU and Allen Bradley PLC.



Education

- **Carnegie Mellon University** – Master of Sc. in Information Networking (MSIN)

“Thesis/Projects”

"Neural Networks & Computer Games" - Application of reinforcement learning & neurodynamic programming concepts in the popular arcade game of Tetris, by utilizing the MATLAB software environment. Full scholarship recipient.

- **Wilkes University** – Master of Sc. in Electrical Engineering (MSEE)

"Motorola 68000 based computer system"

- **University of Patras** – Electrical & Computer Engineering

"Design & implementation of Model Predictive Controllers of SISO discrete time systems with MATLAB"

Key Topics

Digital Design, Microcomputer Operation & Design, Computer Organization, Digital Signal Processing, Control Systems, Digital Control, Optimal Control, Packet Switching & Computer Networks, Embedded Systems, Information Systems Modeling, Distributed Systems, Object Oriented Programming, Reinforcement Learning, Operating Systems.

Computer Skills

Operating Systems: Windows 2000/XP, Linux (Ubuntu, Fedora, SuSE). **Assembly Languages:** MIPS, Motorola 68000, 68HC11, ARM XScale. **Programming Languages:** C, C++, Java, wxWidgets (C++), Ruby (beginning). **Engineering Software:** MATLAB, Simulink. **IDE's:** Netbeans 5.5, Eclipse, GNU Software Tools, MS Visual Studio.

Oma Tribble

Project Role	<i>Executive Admin Support</i>
Proposed Position for Contract	Corporate Support
Current Position with Proposer	Corporate Administrative Assistant
Description of Responsibilities for Contract	<ul style="list-style-type: none"> • Administration Support • Provide high-level administrative support by conducting research, preparing statistical reports, handling information requests, and performing clerical functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings • May also train and supervise lower-level clerical staff
Description of Qualifying Experience for Contract / Lottery Experience	<p>2008 - Present INTRALOT</p> <p>Executive Assistant</p> <ul style="list-style-type: none"> • Work directly with executive staff on day-to-day administrative needs. • Manage travel process and travel bookings for all INTRALOT employees. • Prepare and distribute correspondence for senior level management. • Coordinate employee relocation and housing needs; including managing corporate apartments. • Work with each State Lottery team in securing meeting/training space and meeting planning for various rallies, demos and trade shows.
Other Experience	<p>2006 - 2008 Vanity Fair (VF) Intimates</p> <p>Executive Assistant to VP of Sales</p> <ul style="list-style-type: none"> • Provide executive level administrative support to VP of sales as well as support for four sales directors in domestic & international locations. • Work directly with retail management in major accounts to establish accurate reporting procedures, mark-down & return policies, and on-time deliveries. • Retail market coordination; scheduling appointments in NY & Europe for market week with key retailers, ensuring product is available, arranged for appointments, providing retailers/buyers with information/catalogs for ordering product and preparing marketing summaries for distribution to management team & all departments. • Worked with all departments on all proposals & bids submitted to suppliers, retailers & out-side vendors. • Develop, consolidated & maintained tracking procedures for retailer sales data, comparative sales/inventory data to previous seasons/years, allocations, in-stock levels and mark-down & return allowances. <p>2002 - 2006 Vanity Fair (VF) Intimates</p> <p>Executive Assistant President CEO</p> <ul style="list-style-type: none"> • Worked directly with President and other key executives on calendar management, scheduling internal/external meetings, travel arrangements (domestic/international), expense reporting, file maintenance and scheduling retailer appointments. • Close working relationships with sales, marketing, operations (distribution & manufacturing), product development, finance and other coalitions within the Corporation • Coordinate executive level meetings both on & off-site. Involved site selection, agenda planning, confirming attendees, arranging lodging, meeting space set-up, planning/coordinating activities and preparing follow-up communication packages for attendees. • Involved with Corporate in preparing meeting logistics for corporate board meetings, analyst meetings, quarterly reviews and executive leadership meetings. Also responsible for preparing presentation material for meetings with corporate executives and key retailers. • Confidential administrative work on all merger/acquisition initiatives. Coordination of all

meetings, documentation control, gathering input from all parties, preparing financial summaries for corporate board review.

- Direct working relationships with consultants hired to help "grow" our business, marketing researchers, product vendors, licensees, executives within other VF coalitions.

2001 - 2002

Sawnee Electric Membership Corporation

Executive Assistant to VP of Engineering & Operations

- Prepared & maintained work load schedules, contractor schedules for construction, capital budgets for both operations & engineering, growth/zoning planning & service outages.
- Interfaced directly with county governments, and legal counsel on matters pertaining to property containment, permits, etc.
- Organized customer & vendor meetings, arranged conferences, prepared presentation material & data for meetings.
- Coordinated bids & proposals for executive team for purchasing of equipment, company vehicles, property for easements/right-of-way & various types of insurance.
- Developed policies & procedures for providing on-call support with emphasis given to actual service outage coverage.

2000 - 2001

Nortel Networks

Proposal Engineer/Assistant Team Leader

- Provided accurate, timely & professional customer ready proposals, consistent with organizational objectives.
- Developed quality quotes including complete network configurations, detailed equipment lists, pricing summaries, system descriptions, network drawings, strategic cover letters and executive summaries.
- Worked extensively with new and updated software releases and Right-to-Use fee scheduling to ensure network requirements were met.
- Designed, implemented and maintained product/technical training library including web-based training, CD's and various printed publications for use by employees on team.
- Prioritized & managed workload among team to ensure customer set due dates were met 100% of time.
- Received & reviewed all incoming requests for RFI's, RFQ's, RFP's and RUS's to ensure each contained information required to provide an accurate response and workable network.
- Served as liaison between proposal engineering, customers, sales executives and executive staff in providing responses.
- Reviewed final quotes to ensure final quotes/bids were in compliance with network configurations and customer needs.

Education

George Washing University - Certification-Contract Management

Reinhardt College - Bachelors Science-Business Administration



Christos Tzoumaras

Project Role	<i>Project Executive Management and Oversight for all US Operations</i>	
Proposed Position for Contract	VP - Operations	
Current Position with Proposer	VP - Operations	
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Project Oversight/Operations• Oversee project operations• Oversee project budget• Monitor Primary and Back-up Site• Oversee project procurement• Liaison between management and development team managers• Monitor project plan and milestones	
Description of Qualifying Experience for Contract / Lottery Experience	1997–Present Vice President of Operations <ul style="list-style-type: none">• Responsible for the day-to-day operations of affiliated companies in the U.S.• Prepare and coordinate the cash flows for the affiliated companies in the U.S.• Prepare and manage the expense budgets for the affiliated companies in the U.S.• Prepare and monitor business plans for the affiliated companies in the U.S.• Liaison officer between Intralot SA and affiliated companies in the U.S.• Managed Nebraska, Montana and Idaho lottery conversions (Nebraska in 2004, Montana in 2006, Idaho in 2007)• Supervised over 40 employees per project (Nebraska, Montana, Idaho)• Daily communication with: CFO, CIO, General Manager of Terminal division in Greece, US technical project• Reporting to CEO Contracts Department - Operations (1997-2000) <ul style="list-style-type: none">• Managed a yearly budget of \$12,500,000• Responsible for the bidding processes• Wrote bid responses to proposals• Monitored large account cash flows• Monitored large account business plans• Supervised over 15 employees• Reporting to the CFO	INTRALOT
Professional Experience	1997 Data Center Manager <ul style="list-style-type: none">• Created the first data center for the Greek IT market• Managed the outsourcing department of the company• Managed the Application Service Provision department of the company• Responsible for the operation of the data center• Expanded sales outside the Greek market• Increased sales over 100% during the second year of operation• Supervised over 45 employees• Reporting to the GM	UNISYSTEMS S.A.



1995-1997

SIGMA SECURITIES S.A.

Business Analyst

- Responsible for the financial analysis of listed companies in the Athens Stock Exchange
- Analyzed investment banking offerings
- Conducted IPOs (initial public offerings)

Education

B.A. in Business Administration from the American College of Southeastern Europe



Theocharis Vikatos

Project Role	<i>Instant Ticket Vending Machine Support</i>
Proposed Position for Contract	Responsible for Manufacturing the Winstation Self Service Vending Machines required
Current Position with Proposer	Manufacturing Director US
Description of Responsibilities for Contract	Manufacture terminal and ticket vending equipment.
Description of Qualifying Experience for Contract / Lottery Experience	<div><div>2008 - Present</div><div>INTRALOT</div><div>Manufacturing Director, US Plant</div><ul style="list-style-type: none">• Manufacturing of Lottery Ticket Vending Machines (TVM).• Staffing, budgeting, cost control, production and material planning, quality and field support.• Manage the areas of electromechanical assembly, functional test, inspection and quality control, repair and rework.</div>
Other Experience	<div><div>2006 - 2008</div><div>INTRACOM</div><div>Business Development</div><ul style="list-style-type: none">• Industrial Cooperation Programs - Defense Electronics• Set-up of industrial cooperation programs (co-production), exploring business opportunities with customers in order to maximize local added value and industrial participation, preparation of technical and commercial Proposals, Offers and Request of Quotations (RfQ), set-up and cost analysis of Transfer of Technology (ToT) for related programs.</div> <div><div>2000 - 2005</div><div>INTRACOM</div><div>Deputy Production Director</div><ul style="list-style-type: none">• Manpower ~350 employees, annual production load of 350-400.000 MH, four production plants covering total area of 10.000 sq.m.• Production subsidiaries in Romania and USA.• Direct responsible of the Industrial Engineering section, staffed by 30 engineers, with main tasks to set-up and support manufacturing functions, develop production processes – procedures and operations, prepare annual budget and define company's investments in production equipment, prepare estimated and actual cost analysis of products, monitor the utilization of production resources, monitor the quality of semi-finished and finished products, plan and implement time schedules for New Product Introduction.• Manufacturing of advanced telecom products and defense electronics/systems characterized as "high mix – low volume".• Manufacturing capabilities cover the entire spectrum of electronics manufacturing, such as automatic assembly of electronic boards, inspection and functional testing, mechanical assemblies, fabrication of cables and harnesses, end product integration and testing, environmental screening, repair & rework.</div> <div><div>1996 - 1999</div><div>INTRACOM</div><div>Hardware Designer, R&D</div><ul style="list-style-type: none">• Participate in the development (system and digital hardware design) of a point-to-multipoint subscriber access system. The specific system is considered one of the major telecom products developed by the Company and has a significant participation in Company's revenues and export activities.</div>



1992 - 1995

INTRACOM

Project Manager

- Responsible of all technical issues for the preparation and implementation of the Rural Access Network contract, with contractual value of 60 millions €.
- Main responsibility of coordinating and establishing the transfer of technology and know-how from the partner, managing and supporting all internal resources, coordination of involved departments in order to ensure smooth and timely program implementation, plan and monitor project time schedules.
- Close cooperation with the Customer (Greek PTT) on issues such as system configuration, field installations, commission and field acceptance of the installed systems.

1991 - 1992

ELKEPA

Institute of Technological Applications

- Design of digital electronic systems for applications dedicated to Small & Medium Companies and Organizations of the public sector.
- Teaching in seminars for unemployed engineers.

Education

University of Patras, Greece - Electrical Engineer with specialization in the field of Telecommunications and Electronics.

Skills

Knowledge of ERP SAP, MAS200.

Further training in the areas of Management, Finance, Emotional Intelligence, Benchmarking.

Specific know-how and involvement in the area of Environmental Policy and the implementation and compliance of the EU Directives WEEE (Waste Electrical and Electronics Equipment) and ROHS (Restrictions of Hazardous Substances).

Ken Wilson

Project Role	<i>Technical Support Ticket Vending Machines</i>	
Proposed Position for Contract	Project Manager for Vending Machines in Texas	
Current Position with Proposer	Manager – Non-Traditional Gaming	
Description of Responsibilities for Contract	Rollout and deployment of Self Service Vending machines, Ken is currently managing the entire vending operations for the company from Ohio.	
Description of Qualifying Experience for Contract / Lottery Experience	2009 - Present Manager of Non-Traditional Lottery	INTRALOT
Other Experience	2005 - 2009 Project Manager	Integrated Management Solutions Inc
	<ul style="list-style-type: none"> • Provided and implemented the plan to deliver, train and install 1700 terminals to the retailers of the West Virginia Lottery to upgrade their LVL computer system. Training a temporary workforce of nine installers to work with 37 operators and over 200 independent owners throughout the state. • Provided the start up plan to install 3500 VSAT system in the state of Connecticut. The plan included hardware, tools, parts and supplies needed to connect retailers to the Connecticut Lottery central computer system using satellite communication. • Developed and implemented a program to rebuild and upgrade SGI's ITVMs for the Tennessee Lottery. Developed a training program for a temporary labor force and successfully rebuilt and deployed 250 ITVMs in the state of Tennessee. This model was also used in the Washington D.C. Lottery program for 200 ITVMs that I rebuilt and deployed. Training of both the FST's and retailers were included in the package developed for Tennessee was also used in the D.C. program. • Provided an on going training and guidance program for both the SGI and Interlott ITVMs for the FST's and retailers of the Georgia Lottery. • Responsible for the upgrade and rebuild program of Sci Games Inc (SGI) ITVM, to compete in a successful marketing test for the Georgia Lottery. The test lasted 12 weeks and produced a 50% stake in the lotteries ITVM purchase plans, of 200 ITVMs from SGI. 	
	2003 - 2005 Regional Director Client Services	GTech
	<ul style="list-style-type: none"> • Responsible for FST and lottery training prior to deployment of ITVMs in Minnesota and Wisconsin. Providing on-going technical support for both states. • Responsible for the set up and coordination to retro fit Washington State's pilot test of Game Guard, working with engineering, field service and the sales department. Our efforts have sharply reduced all service calls. • An active participant and co-leader in the successful deployment and training of the FSTs, retailers and lottery in Maine and New Hampshire. Providing detailed reports and sales tracking to engineering and the sales department for on-going ITVM tests in New Hampshire. • Directly responsible for the successful retro fit and deployment of test equipment (CG) in Massachusetts. Working closely with engineering and sales. Developed sales charts and parts list for the project. • An active participant and leader in producing the FST, lottery and retail training documents used in Illinois prior to the successful joint deployment of ITVMs between Interlott and GTech learning services. 	



- Team member assigned to design and implement the integration of Interlott's field service department, call center and reporting process into the GTech service organization.

1999 - 2003

Interlott

Director of Service

- Leadership and direction of ITVMs service world-wide, 26 states and seven foreign districts. Directed six regional managers and workforce of more than 160 FSTs.
- Responsible for the daily activities of the call center and parts supply department for FSTs, retailers and lotteries. Maintained the budgetary balance of all field inventory parts and supplies.
- Maintained, directed and coordinated all ITVM deployments, engineering upgrades, retro fits and quality assurance testing for all deployed ITVMs.

1996 - 1999

Interlott

Special Project Manager

- Responsible for activities and equipment for trade shows, pilot testing, fairs and presentations to lotteries before, during or after awards in the bidding process.
- Worked in concert with engineering, production, QC, service and sales to insure all customers' needs were fulfilled i.e. training, upgrades, delivery of products, retro fits, engineering changes and quality assurance testing.
- Performed a major portion of our product presentation for lotteries to their corporate accounts or new retailers they hope to have in the future.
- Created the New York warehouse and repair facility, which generated 1.7 million in revenue in three years.

1993 - 1996

Interlott

Sales Representative

- Ohio and New York sales representative responsible for day-to-day activities within the state lottery.
- Worked with all levels within the lotteries from marketing, sales, field staff, security department and training departments.

1992 - 1993

Interlott

Regional Manager/Project Specialist

- Co-authored FST in house training program for technicians nationwide.
- Provided user training classes and guidelines for retailers and lotteries
- Provided initial start up programs in the deployment and training of ITVMs nationwide.

Education

Numerous management courses while employed by the General Electric Company and Continental Airlines. Associate Degree in Industrial Management

Lee Wilson

Project Role	<i>Implementation Project Manager</i>
Proposed Position for Contract	Project Implementation Manager reporting to VP Operations and General Manager Texas
Current Position with Proposer	Sr. Project Manager
Description of Responsibilities for Contract	<ul style="list-style-type: none"> • Proposed Project Manager • Responsible for overall project implementation and conversion effort • Manage the implementation plan through regular project meetings and written status updates with the Lottery • Work with all team managers to ensure ongoing communication related to project activity • Prepare and submit regular reports on business activities and events related to operations • Contract with security equipment provider for the procurement and installation of security hardware and software • Complete and maintain the Disaster Recovery Plan and Security Plan
Description of Qualifying Experience for Contract / Lottery Experience	<div style="display: flex; justify-content: space-between;"> <div> <p>2003–Present Systems Project Manager</p> <ul style="list-style-type: none"> • Responsible for overall project implementation and conversion effort • Manages the implementation plan through regular project meetings and written status updates with the Lottery • Works with all team managers to ensure ongoing communication related to project activity. • Prepares and submits regular reports on business activities and events related to operations • Contract with security equipment provider for the procurement and installation of security hardware and software. • Completes and maintains the Disaster Recovery Plan and Security Plan </div> <div>INTRALOT</div> </div>
Professional Experience	<div style="display: flex; justify-content: space-between;"> <div> <p>2002–2003 Manager, Worldwide Service Operations</p> <ul style="list-style-type: none"> • Directed a team of satellite communications technicians and analysts to maintain and support voice, data and video communications systems worldwide in a 24/7 operations center. • Responsible for RMA system and contract negotiation with vendors and customers for North America. </div> <div>VIASAT</div> </div> <div style="display: flex; justify-content: space-between;"> <div> <p>2000–2002 Manager, Wireless Operations</p> <ul style="list-style-type: none"> • Responsible for five Satellite Earth Stations, three VSAT networks and two paging networks. • Managed a staff of four high-level engineers. • Performed research and developed analysis for new satellite technology. </div> <div>ITC DELTACOM</div> </div>
Other Experience	<div style="display: flex; justify-content: space-between;"> <div> <p>1987–1995 Communications Section Chief/Information Systems Representative</p> <ul style="list-style-type: none"> • Design, purchase and upgrade computer and information systems. • Direct communications training and policies <p>Communication Staff Operations Chief</p> <ul style="list-style-type: none"> • Managed all communications requirements, installations and station modifications. • Developed and taught UHF/VHF radio communications and satellite systems classes. </div> <div>US Army</div> </div>
Education	Jacksonville State University as well as several specialized training courses through US Army

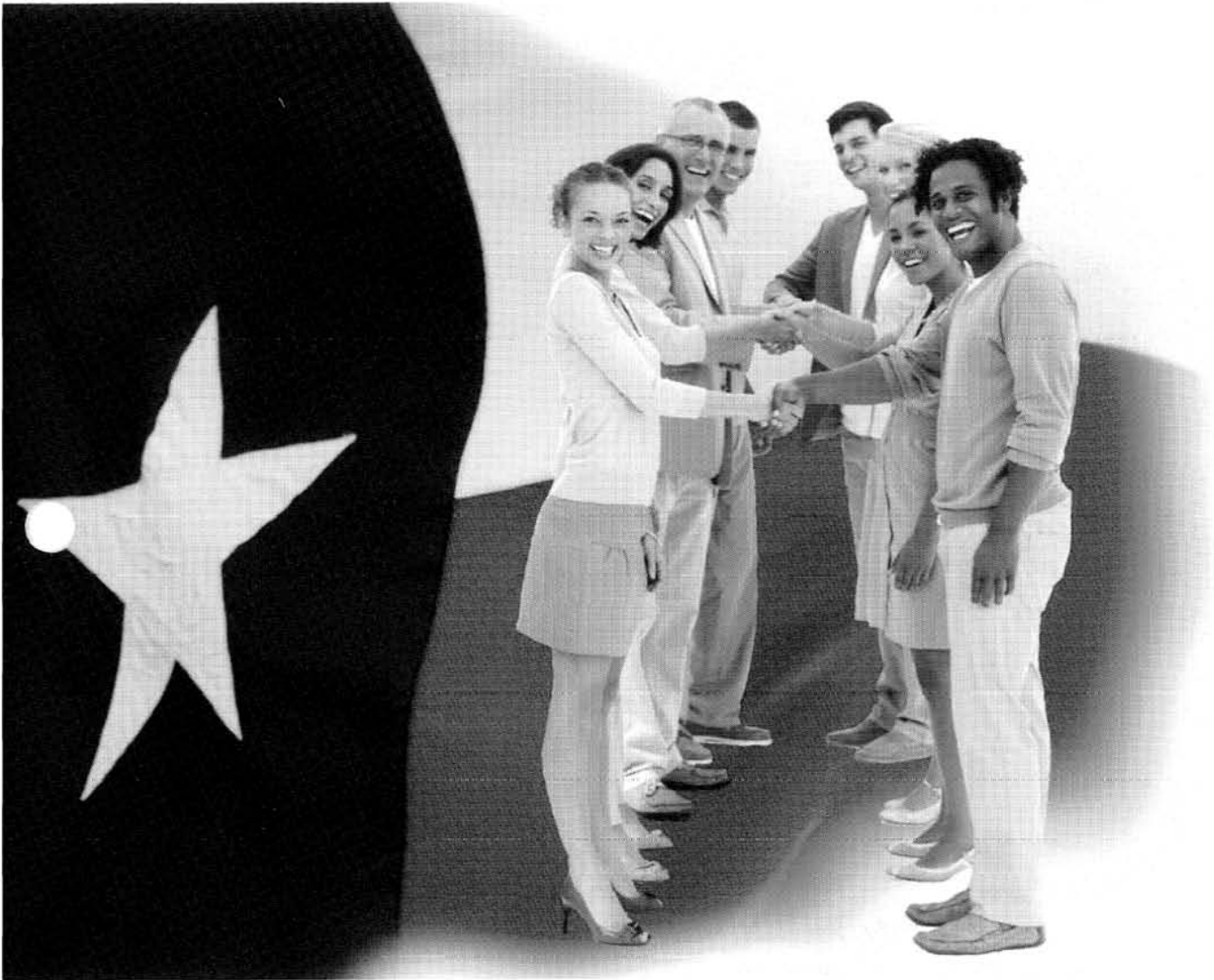


George Zazanis

Project Role	<i>Application Specialist / Business Analyst</i>	
Proposed Position for Contract	Lead Application Expert / Business Analyst	
Current Position with Proposer	Lead Application Expert / Business Analyst	
Description of Responsibilities for Contract	<ul style="list-style-type: none">• Business Applications• Quality Assurance• Develop and maintain NASPL required test scripts, summaries & test plans• Assist in SAS 70 & NASPL audits• Perform restores, Back-ups, troubleshooting and debugging• Assist developers in testing to come up with the quickest solutions• Assist developers in writing TDS and deployment specifications	
Description of Qualifying Experience for Contract / Lottery Experience	2005-Present Lottery Application Specialist / Business Analyst <ul style="list-style-type: none">• Develop & maintain NASPL required test scripts, summaries & test plans.• Assist in SAS 70 & NASPL audits.• Perform restores, backups, troubleshooting and debugging.• Assisted developers in testing to come up with the quickest solutions.• Assist developers in writing TDS and deployment specifications.• Maintain excellent customer relations.	INTRALOT S.A.
Other Experience	2003 <ul style="list-style-type: none">• Creation of structured wiring• Personal Computer maintenance 2002 Web design and development	PROLOGIC GONET
Education	University of Herfordshire - Bachelor's degree with honors - Computer Science	

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Texas Implementation and Conversion - Corporate Executive Staff

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Texas Implementation and Conversion – Operations Staff

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Texas Implementation and Conversion - Technical Staff

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Part 5 HUB Subcontracting Plan (HSP)

5.1 HSP Requirement

The Texas Lottery has adopted the rules promulgated by the Comptroller of Public Accounts (CPA) regarding Historically Underutilized Businesses (HUBs) in 34 Texas Administrative Code (TAC) §§ 20.11 – 20.28 (See [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tacview=5&ti=34&pt=1&ch=20&sch=B&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tacview=5&ti=34&pt=1&ch=20&sch=B&rl=Y)). By submitting a Proposal, the Proposer certifies that it has reviewed 34 TAC §§ 20.11 - 20.28. Rule 20.14 addresses the specific requirements of Historically Underutilized Business subcontracting plans (HSPs).

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above. INTRALOT certifies that we have reviewed 34 TAC §§ 20.11 - 20.28 and Rule 20.14 which addresses the specific requirements of Historically Underutilized Business subcontracting plans (HSPs).

5.2 HSP Submission and Texas Lottery Review

- 5.2.1 All proposals must include an HSP (Attachment C) in the format required by the Comptroller of Public Accounts. PROPOSALS THAT DO NOT INCLUDE A COMPLETED HUB SUBCONTRACTING PLAN PREPARED IN ACCORDANCE WITH 34 TEXAS ADMINISTRATIVE CODE (TAC) § 20.14 SHALL BE REJECTED.

Multiple Attachment C documents have been included under separate cover in a separate binder with a special cover labeled HUB subcontracting Plan (HSP).

- 5.2.2 An HSP that has been completed in accordance with the Comptroller's rules is a pass/fail element of each Proposal. Accordingly, the Texas Lottery will reject a Proposal that fails to include a completed HSP without evaluating the remainder of the Proposal.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

- 5.2.3 To determine whether a good faith effort has been performed as required by the HUB rules, the Texas Lottery may request clarifications from Proposers, if necessary. The HSP will be reviewed based on the Proposer's submission and any clarifications requested by the agency.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



5.3 Assistance for Preparation of HSP

- 5.3.1 *Mandatory Pre-Proposal Conference.* Proposers are required to attend one of the mandatory pre-proposal conferences, which will include a presentation on the HSP requirements. Proposers may ask questions at the pre-proposal conference regarding the HSP. A video of the pre-proposal conference as well as a copy of the HSP booklet provided during the conference will be posted on the Texas Lottery website.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above. INTRALOT has attended the mandatory pre-proposal conference.

- 5.3.2 *On-Line tutorial.* Proposers may view an on-line tutorial prepared by the Comptroller of Public Accounts that outlines how to complete the HSP forms from the following Web page: <http://www.window.state.tx.us/procurement /prog/hub/hub-subcontracting-plan/>

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above. INTRALOT personnel have reviewed the online tutorial.

- 5.3.3 *HSP Checklist.* The Texas Lottery has prepared a checklist to assist Proposers in preparing the HSP form (See Attachment C-1). A separate checklist should be prepared for each subcontracting opportunity. Proposers are not required to submit the checklist(s) with their Proposal.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

5.4 Mandatory HSP Workshops

The Texas Lottery will schedule one or more mandatory one-on-one workshops with each Proposer to discuss HUB subcontracting requirements, answer any questions specific to conducting the good faith effort for HUB subcontracting opportunities and completing the required HSP forms, and to review drafts of HSP forms. In these workshops, the Texas Lottery will not answer any questions that are not directly related to the HSP development process. At the mandatory pre-proposal conference, the Texas Lottery will provide notice to Proposers of planned dates for the HSP workshops. Information provided in the workshops and in any follow-up discussions regarding the HSP requirements is intended solely to assist a Proposer in complying with the HSP requirements set forth in the Texas statutes and the Comptroller's HUB rules and shall not modify or amend any such requirements for any Proposer. The Proposer is solely responsible for ensuring that the good faith effort requirements are completed for all subcontracting opportunities under this RFP. Attendance at the HSP Workshop does not guarantee that the HSP submitted with a Proposal will pass.



INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

5.5 Requirements for Completing the HSP Forms

Proposers must indicate whether or not they intend to subcontract by checking the appropriate box in Section 2 of the HSP form.

INTRALOT intends to subcontract, understands, acknowledges, and agrees to comply with the requirements as stated above.

5.5.1 Proposer Intends to Subcontract

Proposers who indicate that they intend to subcontract any portion of the contract must identify each area they intend to subcontract in Section 2 of the HSP form and must perform the good faith effort for each identified area, as outlined in sections 4, 5 and 6 of the HSP form. At a minimum, the good faith effort requires that Proposers complete the following steps for each subcontracting area identified:

- Notify THREE or more HUBs for each subcontracting area. Use the Centralized Master Bidders List (CMBL)/HUB Directory to locate HUBs.
 - Allow HUBs at least FIVE working days* from receipt of notice to respond.
- Notify one or more minority/women trade organizations or development centers about subcontracting opportunities. A list of minority/women trade organizations and development centers can be found on the CPA web site at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
 - Notice(s) sent to minority/women trade organizations must be sent no later than FIVE working days* prior to the submission of your Proposal.

* See definition in Glossary of Terms of this RFP.

PROPOSERS WHO INTEND TO SUBCONTRACT, AT A MINIMUM, MUST CONDUCT THE GOOD FAITH EFFORT STEPS OUTLINED ABOVE. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION.

Intralot is committed to assisting the Texas Lottery in accomplishing its goal on HUB/minority business throughout the life of the contract. INTRALOT will utilize its best efforts in this endeavor. INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



Supporting documentation which demonstrates that the good faith effort has been performed is required for each subcontracting area identified. **Proposers should refer to Section 6 of the HSP form to ensure that notices and documentation comply with HSP requirements.** Proposers must retain and submit all copies of notices and notice confirmations with the HSP.

Proposers must identify all selected subcontractors (whether HUB or non-HUB), indicate the estimated percentage of the contract that will be subcontracted to each subcontractor, and specify the approximate dollar amount to be paid to each subcontractor. If a non-HUB vendor is selected, a justification statement is required (see Section 8 of the HSP form).

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

5.5.2 Proposer Does Not Intend to Subcontract

Proposers who intend to fulfill the entire contract with their own resources and without subcontracting, must so indicate by checking the appropriate box in Section 2 of the HSP form, and by completing Sections 9 and 10 of the form.

INTRALOT fully intends to subcontract with HUB's and utilize HUB vendors wherever possible. INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

Proposers must provide an explanation of how all functions of the contract will be performed without the use of subcontractors. Proposers should refer to Section 9 of the HSP.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

5.5.3 Pre-Existing Subcontracting Relationships

THE GOOD FAITH EFFORT IS REQUIRED EVEN FOR AREAS WHERE A PROPOSER HAS A PRE-EXISTING SUBCONTRACTING RELATIONSHIP.

INTRALOT is diligently working to identify subcontracting where ever possible and will continue to utilize HUB subcontractors whenever possible throughout the life of the contract. INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

5.6 Subcontracting Opportunities

5.6.1 The goods and/or services requested in this RFP are classified in the categories of:

(a) Other Services Contracts. The HUB participation goal for this RFP is 33%.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above. Intralot acknowledges the statewide HUB participation goals adopted by the Texas Lottery and will make a "good faith effort" to meet or exceed the 33 percent HUB goal.

5.6.2 The Texas Lottery has identified potential subcontracting opportunities under this RFP, which are included as Attachment L.

INTRALOT has reviewed Attachment L, INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

5.6.3 Proposers are not limited to the list of potential subcontracting opportunities identified in Attachment L, and may identify additional areas of subcontracting. Proposers who intend to subcontract are responsible for identifying all areas that will be subcontracted, and must perform the good faith effort process for each identified subcontracting area.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above and will not rely solely on the information contained in Attachment L, searching out HUB vendors for subcontracting whenever possible.

5.6.4 Instructions for using the Centralized Master Bidders List (CMBL) and HUB directory to locate potential HUB subcontractors are located under the HUB/CMBL tab of this RFP.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.

5.7 HSP Changes

Notwithstanding anything to the contrary in this RFP or any resulting Contract, following Contract Award, any proposed changes to the HSP must be submitted, in writing, by the Successful Proposer to the Texas Lottery for prior review and must be approved by the Texas Lottery in writing before becoming effective under the Contract. In addition, for any changes requiring the addition or substitution of a subcontractor, the Successful Proposer must perform the good faith effort, as outlined in Section 6 of the HSP form located in Attachment C.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.



5.8 HSP Reporting

Following contract award, if the Successful Proposer(s) is subcontracting, the Successful Proposer(s) shall maintain business records documenting compliance with the HUB subcontracting plan and shall submit a monthly compliance report in the format required by the Texas Lottery. The monthly compliance report shall be submitted to the Texas Lottery by the 10th of the following month or on the date requested by the agency's HUB Coordinator or his/her designee. The submission of the monthly compliance report is required as a condition of payment.

INTRALOT understands, acknowledges, and agrees to comply with the requirements as stated above.