

**TO:** All Parties Interested in Participating in the Delaware Lottery’s Request for Proposal for Video Lottery Terminals (FIN13002-VLTs)

**FROM:** Jim Logue  
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RFP Issuing Officer

**DATE:** April 26, 2013

**SUBJECT:** Addendum 1 – Questions and Clarifications of RFP

**ADDENDUM 1**

**The following questions and RFP clarifications are issued pursuant to Section 1.14 of the Video Lottery Terminals RFP.**

Section 1.9

Does the five year period begin when:

- a) The video lottery terminals are deployed? Meaning successful bidders would receive a full five years of revenue OR,
- b) When the contracts are executed (by July 12, 2013 per RFP)? Meaning successful bidders would receive less than five full years of revenue since video lottery terminals would not be deployed as of the contract execution date.

The five year period begins the date the contract is signed.

Section 1.10

Will the Lottery add the amount of free play used on VLTs to Net Proceeds for purposes of calculating the lease compensation payable to successful bidders?

Delaware Code requires that free promotional play not be included in net proceeds. Under the lease fee option, successful bidders will be paid a percentage of net proceeds. By definition, the Lottery is precluded from adding free play back into net proceeds for compensation purposes.

Section 1.11

When are the video lottery terminals to be deployed and operational at the tracks?

The Lottery anticipates ordering VLTs at or near the time of contract signing. Deployment will then depend on how quickly successful bidders can supply the VLTs.

#### Section 1.37

The Lottery has provided direction to submit pricing in a separate sealed envelope, however we feel that pricing is also proprietary for reasons that we can communicate later. Are we to submit pricing in a separate binder listed as proprietary or in a completely separate envelope marked pricing confidential? How do we ensure that the pricing is not released at a later date at public request?

Pricing should be provided in a separately sealed envelope with the contents of the envelope marked as proprietary. The envelope must contain a letter from the Bidder's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

#### Section 1.41

There are multiple references in the RFP to contract negotiations (i.e. Section 5.3 Evaluation Steps – bullet 11 – Interview/negotiation with some or all bidders), would negotiations include optional features, franchise games and/or currently installed VLT's not priced?

Contract negotiations could include optional features. Delaware code requires the Agents to pay any fees associated with franchise games, therefore the Lottery will not be involved in negotiating franchise fees. Currently installed VLTs should be taken into consideration and included as part of a bidder's price proposal for this RFP.

#### Section 1.44

What is the third condition that must be met for the Lottery to make a claim upon the litigation bond?

There are two conditions that must be met. The RFP is amended to reflect this correction.

#### Section 2.5

Would the Lottery conduct background investigations of all bidders or only successful bidders?

Successful bidders only.

What is the typical cost of background investigations conducted by the Delaware State Lottery?

Successful bidders will be required to submit a gaming vendor license application. The cost of the application is four thousand dollars (\$4,000). Should the Lottery incur excessive costs for a particular investigation, they have the authority to charge the applicant the cost of the investigation.

Section 2.7

Would the Lottery please confirm that the language in this introductory paragraph refers to the rights set forth in the following subparagraphs of Sections 2.7 and 2.8?

The language in the introductory paragraph only refers to the rights set forth in the following subparagraphs of section 2.7.

Section 2.7.1

2.7.1(d) As a matter of clarification, are the criminal offences referred to in this section felonies or otherwise involving moral turpitude?

The criminal offenses referred to in this section are any offenses, which in the sole discretion of the Lottery, reflect on the successful bidder's integrity.

Section 2.8

Would the Lottery please confirm that the definition of "default," which leads to termination of the contract under this section, must be of material obligation under the contract?

The definition of "default" does not reference material obligation; this paragraph remains as written.

It is commonplace and customary that the successful vendor would be given notice of and opportunity to cure a possible breach of the contract from the Lottery prior to termination of such contract, if the breach is capable of being remedied. Would the Lottery please include a cure period during which the successful bidder could prevent termination of the contract, such as during the 30-day notice period?

This paragraph remains as written.

In the event the Lottery determines to accept partial, incomplete or otherwise non-complying performance by the successful bidder, how exactly would the Lottery determine the value of such performance in calculating the compensation for such performance? In the event the successful bidder disagrees with the determination, what appeal rights or ability to object would it be able to exercise?

The Lottery would have to evaluate any such situation on a case by case basis. The Lottery would be willing to discuss any possible appeal rights or ability to object at the time of contract negotiation.

Section 2.11

Would the Lottery amend the RFP to delete the final and binding nature of this authority and provide a method for the successful bidder to dispute such outcome?

Section 2.11 remains as written.

Section 2.13

Would the Lottery please confirm that the successful bidder would not be liable for indirect or consequential damages as is customary in commercial agreement such as this?

The Lottery believes the indemnification language in section 2.13 speaks for itself and the section remains as written.

Section 2.13.1

The indemnification obligations of the successful bidder should arise only to the extent such damages, expenses or other losses incurred by the State or its employees and agents due to acts or omissions of the bidder or its subcontractors caused by their negligence, recklessness or intentional misconduct.

Would the Lottery please include this change?

Section 2.13.1 remains as written.

Section 2.13.2

Indemnification for intellectual property infringement should be limited to only claims arising or threatened for the authorized use of such intellectual property. In the event the State, its employees or agents exceed the authorized use, or use it in conjunction with other intellectual property not provided by the successful bidder, these indemnification obligations should not apply.

Would the Lottery please make this change?

Section 2.13.2 remains as written.

Section 2.14

The first sentence of the second paragraph contains an obligation for indemnification that duplicates the obligations under Section 2.13.1 and should be deleted to prevent ambiguity.

Section 2.14 remains as written.

Section 2.15

Would the Lottery confirm:

- a) That liquidated damages shall not be assessed in the event the Lottery does not suffer actual damages;

The Lottery confirms that damages shall not be assessed in the event the Lottery does not suffer actual damages.

- b) That liquidated damages would not be assessed by the Lottery under multiple provisions relating to a single incident;

The Lottery reserves the right to assess liquidated damages under multiple provisions relating to a single incident.

c) That liquidated damages would not be assessed solely as a penalty; and

The Lottery confirms that liquidated damages would not be assessed solely as a penalty.

d) That the successful bidder shall not be liable for liquidated damages to the extent the incident was caused by the Lottery, its retailers, third parties, communications failures or events of Force Majeure.

Please refer to section 2.15.6.

By definition, liquidated damages apply to the very specific events defined in this Section 2.15 and therefore not every event that occurs under the contract would be subject to liquidated damages. Therefore, would the Lottery please amend the RFP to replace “will” with “may” in this section?

Section 2.15.A remains as written.

Only damages related to the specifically identified events in Section 2.15 are difficult to calculate, therefore would the Lottery please amend this section to reflect that principle?

Section 2.15.B remains as written.

Would the Lottery please confirm that it agrees that the liquidated damages in this section represent the only damages it may collect for the specified events?

The Lottery retains all legal rights to pursue issues.

Would the Lottery please replace the reference to professional liability insurance with a reference to the required performance bond? Not all claims for liquidated damages may be covered by such insurance policy. If that is not acceptable, please explain in detail why that is the case.

This section already includes “...or by any other lawful method” and remains as written.

The term “excessive liquidated damages” is ambiguous and creates a right of termination for actions without any objective standard. Would the Lottery either delete this section or provide additional clarity so that the successful bidder knows the obligations which it is obligated to meet?

Any chronic offender who continually incurs liquidated damages in the sole discretion of the Lottery would be subject to excessive liquidated damages. Any such vendor would be given

ample written notice by the Lottery that they are reaching the point of excessive liquidated damages.

#### Section 2.15.2.C

While we understand that the Director, as the head of the Lottery, is authorized to confirm whether a proper response has been made, would the Lottery please confirm that the documentation would be subject to some objective criteria to which the Director would be held and that such determination of accuracy cannot be unreasonably withheld?

Section 2.15.2.C remains as written.

2.15.5 Would the Lottery please amend this section so that the reference to professional liability insurance is replaced with a reference to the required performance bond? If that is not acceptable, please explain in detail why that is the case.

The Lottery would be willing to discuss this request at time of contract negotiation.

2.15.6 Please confirm that this exclusion from liability would include such actions taken not only by the DSL, but by any action of (a) the State of Delaware and any person or entity act on its behalf and (b) any person acting on behalf or at the direction of the Lottery?

Section 2.15.6 remains as written.

2.15.7 Would the Lottery please confirm that the date for installation would be subject to an agreed upon implementation schedule approved by the Lottery?

Section 2.15.7 remains as written.

2.15.9 Since the proposed liquidated damages amount in this section is almost half of the daily net win per machine, and this section addresses preventive maintenance and not the failure of the machine to perform, would the Lottery please decrease this amount to \$50 per event?

Section 2.15.9 remains as written.

2.15.11 Since not every missed deadline would result in any damages of any nature to the Lottery, would the Lottery please amend this section such that the liquidated damage may be assessed if a missed deadline causes a delay in the delivery date for such enhancement?

Section 2.15.11 remains as written.

Would the Lottery please delete its authority to require the use of a third party? If that is not acceptable, would the Lottery please amend this section to provide objective criteria that would trigger the right of Lottery to require the use of a third party?

Section 2.15.11 remains as written.

Section 2.16

The reports we currently receive from the central system have been valuable to helping us manage product. We would like clarification on whether or not this section implies that vendors will not continue to receive these reports in the future.

The vendors will continue to receive these reports in the future.

Section 2.18

Would the Lottery confirm that the parenthetical reference to Section 2.16 means that the use of such video lottery equipment and software is subject to the terms of Section 2.16?

The Lottery confirms that the parenthetical reference to Section 2.16 means that the use of such video lottery equipment and software is subject to the terms of Section 2.16.

Section 2.19

In the event the Lottery requires additional security measures that exceed the RFP requirements, we assume that the successful vendor would receive compensation for implementing such measures. Would the Lottery please confirm that our assumption is correct?

The Lottery does not confirm this assumption.

Section 2.25

Will the product still be evaluated/benchmarked in the same way as the current implementation or will this be changing? If the benchmarking process is changing, can the Lottery specify what changes will be made?

Benchmarks apply only to underperforming VLTs and reduction of VLTs during the contract term. They do not apply at the end of contract.

Relating to the conversion schedule, would the Lottery confirm that this schedule would be subject to reasonable agreement of the parties?

Section 2.25 remains as written.

Section 2.26

This section is redundant to other provisions of the contract and therefore should be deleted. If the Lottery does not accept deleting it, the remedy of rendering the contract null and void should more appropriately be replaced with a right to terminate.

Section 2.26 remains as written.

Section 2.28

Would the Lottery please amend this section by deleting the second sentence of this section?

Section 2.28 remains as written.

Section 2.31

Please indicate whether the machine must physically be replaced in 45 days or if the order to replace the machine must be submitted in 45 days.

The machines must physically be replaced in 45 days.

Will the Lottery consider the percentages of Net Proceeds payable to successful bidders when determining whether or not such successful bidders' VLTs are underperforming?

No.

Section 2.33

To prevent ambiguity, would the Lottery please delete this provision?

Section 2.33 remains as written.

Section 2.34

To prevent ambiguity, would the Lottery please delete this provision?

Section 2.34 remains as written.

Section 2.35

If a bidder is already a licensed Technology Provider under the Delaware Lottery, will that bidder have to undergo a full background investigation?

Delaware Code and the Video Lottery and Table Games Regulations require that gaming vendors (to include technology providers) be licensed for an initial term of two (2) years and succeeding renewal terms of three (3) years. Since it has been over three (3) years since our current technology providers have submitted license applications, all bidders awarded contracts as a result of this RFP will be required to submit license applications.

Does a “Gaming Vendor” license issued by the Lottery satisfy this section?

Yes (see above).

Section 2.49

What is the definition of “packaged” application and system software?

The RFP is amended to remove the reference to “packaged” in this section.



How will existing equipment fall under the requirement of being the manufacturer's latest design?

Any equipment currently residing in each Agent's location that the Lottery chooses to retain is not required to be of the manufacturer's latest design. Any equipment that is provided as part of this RFP that does not currently reside at each Agent's location must be of the manufacturer's latest design.

Can the Lottery please explain what "activity volume estimates and other quantities" relates to?

The RFP is amended to remove this condition.

"Prior Use" – would the Lottery confirm that any use of successful bidder's equipment under this provision shall be subject to due compensation under this contract?

The "Prior Use" condition remains as written.

"Changes" – would the Lottery confirm that changes to this contract requirement the written consent of both parties?

The "Change" condition remains as written.

"Additional Terms" – would the Lottery confirm that any additional terms agreed upon during contract negotiations would be subject to agreement of both parties?

The "Additional Terms and Conditions" condition remains as written.

### Section 3.0

Will the Lottery confirm that the Lottery may only exercise this right prior to the proposal submission deadline?

This right may be exercised at any time during the length of the contract.

If not, will the Lottery amend the RFP to allow successful bidders to recover the costs incurred by successful bidders to modify the video lottery terminals so that they comply with requirements and specifications modified pursuant to clause (D) of this Section?

The Lottery reserves the right to negotiate the recovery of costs with a successful bidder. Section 3.0 remains as written.

### Section 3.1.9

Is this in regard to communication with a local player tracking system or the central system?

The RJ45 connection applies only to the central system.

Does the Lottery require VLTs to have an RJ45 connection instead of or in addition to the serial connection (RS-232 or RS-485) typically used for communication using the SAS protocol?

VLTs must be correctly pinned to be compatible with an RJ45 connection. This can be accomplished with the vendor providing an adapter to their existing RS-232 or RS-485 serial connection.

#### Section 3.1.11

Is this referring to diagnostic functions that must be available through the central system, or simply that the VLT diagnostic functions must be available even if the VLT is not activated? What diagnostic functions are required?

VLT diagnostic functions must be available even if the VLT is not activated. For purposes of this RFP, there are no specific functions required at this time.

#### Section 3.1.14

The on/off switch that controls the electrical current used in the operation of the VLT does not control any type of Wap/Lap/Community gaming controllers which are usually located in the base of the games. Do these and signs components fall into the “associated equipment” category referred to here?

No, Wap/Lap/Community gaming controllers and sign components do not fall into the “associated equipment” category.

#### Section 3.1.16

What sort of screening is expected of a printer? “Counterfeit screening” is only relevant with acceptors, and only in context of bill acceptance.

Agreed, the RFP is amended to remove the reference to printers in this section.

#### Section 3.1.18

Does this include product currently on the floor or only new product?

This includes product currently on the floor. This was also a requirement of the last VLT RFP issued by the Delaware Lottery that we are currently operating under.

#### Section 3.1.21

Is the Lottery seeking lease pricing on the continuance of any existing leased VLT’s that are not removed for incoming new VLT’s?

The Lottery intends to retain some of the existing VLTs and bidders who currently provide those VLTs should take this into consideration when formulating their lease pricing bid. Exact

numbers of currently existing machines that will be retained and the number of any new replacement machines will be negotiated at the time of contract negotiations.

How does the Lottery contemplate contracting and handling the existing and customer-accepted games with incoming new games?

See above.

Subsequent to the completion of the RFP and contracting, which designates as being new terminals, what happens to existing Franchise Games that Manufacturers have placed and upgraded at the three facilities?

Delaware Code states in part "...Video Lottery Agents shall pay all equipment costs consisting of video lottery machine license or proprietary fees." Since the added cost of these machines falls squarely on the Agents, it will be at the Agents' discretion which and how many of these machines they choose to retain.

If assuming that some existing VLT's will remain, as an example, if a facility with 1,000 machines were to replace 50% with new machines:

Who decides which currently installed VLTs would be removed?

This responsibility ultimately resides with the Lottery. The Lottery anticipates seeking input from the Agents and having discussions with bidders during contract negotiations before final determinations are made.

Will there be a one-time influx of new machines or will the installs occur over time via benchmarks?

This is something that would be discussed during contract negotiations, however, for existing manufacturers, the Lottery has traditionally installed new machines over time via benchmarks.

#### Section 3.1.22

Is this expected only in conjunction with a casino's own player tracking system? Or is this required to interface with the central system?

This is required only in conjunction with the Agents' player tracking systems.

#### Section 3.1.26

Does the Lottery seek the bidders to list the pricing to any additional features and options from 3.1.26, including franchise games, on the separately submitted Price Quotation Sheet?

The Lottery does not want bidders to submit pricing for these items, just a description of the features or options, to include franchise games. As stated earlier, the Agents are responsible for the additional fees associated with franchise games and therefore is not a concern for the Lottery.

If so, how and where does the Lottery want that pricing (i.e. on a separate sheet or not to include franchise games)?

N/A

Section 3.2.1

SAS does not use Ethernet. The player tracking systems listed are also probably SAS-based.

There is no mention of Ethernet in this section. If you are referring to the Ethernet RJ45 connection, please see the answer to 3.1.11.

Section 3.2.2 B

Does “anticipate” imply any requirement for the VLT?

The VLT just needs to remain in a ready state in the event the system attempts to re-establish communications.

Section 3.2.3

Would GAT be a requirement of the Lottery or would GAT verification be handled by the central system provider?

GAT is not a requirement of the Lottery. VLTs are only required to comply with current signature requirements of SAS.

Section 3.3.3

Are the percentages stated here the actual weighted average percentage or the rounded off percentage? Presently, the lowest percentage allowed is 87% but if the percentage stated by GLI is 86.5%, it is rounded up to 87% so it is allowed.

The Lottery will round percentages to the nearest whole percentage so 86.5% will round up to 87%.

Section 3.3.6 B

We believe this to be a function of the VLC protocol, but not possible with SAS. Is this still required, even if the protocol doesn't support it?

VLTs must be capable of accepting an address sent from the system. Please follow current SAS standard.

Section 3.3.6 C

This type of security is not possible with the SAS protocol.

VLTs should fully support SAS ROM signature verification, version ID and gaming serial number poles.

Section 3.4.1

Is this required to be enforced by the VLT or by the operator? Does the jurisdiction plan to maintain control of the logic door key and eKey to control setup?

VLTs must be configurable to prevent the use of wagers above the max bet limit. Currently, only vendor technicians have access to logic door keys and eKeys.

Section 3.4.3

What are the Lottery's expectations if certain kinds of bonuses, such as community bonus games, are in progress?

The Lottery would expect that all bonus games, including community bonus games, operate as required in this section. Should a bonus game be developed that for some reason can not conform to this requirement, the Lottery would be willing to work with the vendor to find an acceptable solution.

It is assumed that completion of the games during a venue close situation would auto-finish the game (and if a decision is made that decision would be done after a 5 minute window as an automatic decision). It is our assumption that if a poker game is left in a draw state it would then just deal and payout. Would the Lottery clarify if our assumption is correct?

This assumption is correct.

Section 3.5.5

Will this RFP be the same, or is this requirement changing?

The Lottery anticipates that contracts resulting from this RFP will also include specific requirements which may vary between vendors.

Section 3.6.8

Due to the voluminous amount of information contained in the three years of Audited Financial Statements, would the Lottery consider allowing the vendors to include this information on the 5 electronic media copies required for Section 3.6.8.B – Reports for Regulatory Agencies?

Yes, the “Five (5) electronic media copies.....” was intended to apply to all of section 3.6.8.

Section 4.3

Will a bidder be disqualified if they don't bid both?

The RFP requires bidders to provide both a lease and purchase price. Failure to do so may result in disqualification of a bidder's proposal. This determination to reject a proposal will be at the sole discretion of the DSL's Evaluation Committee. Material deviations in the proposal will result in rejection.

If a bidder would be disqualified for not tendering a purchase price quotation, then will a bidder receive a lesser evaluation grade on the Lease Option if they price the Purchase Option at an amount that would be deemed unacceptable?

The lease bid price is totally independent of the purchase bid price and any bid price on one will not have any effect on the scoring of the other.

What would be a bidder's obligation and duties under a Purchase Option (i.e. Level of product, parts and technical support)?

Should the Lottery choose to purchase machines the only obligation of the bidder would be to provide the machines at the negotiated purchase price. The Agents would be required to provide technical support for the machines, to include maintenance, repairs, parts, etc.

Will the Lottery be amenable to pricing that offers better pricing for larger quantities purchased?

Please follow the format that is provided in the RFP.

#### Section 4.4

To further maximize net revenues will the Lottery consider proposals from qualified manufacturers to act as a single service provider for VLTs purchased by the state in accord with Section 4.0? If so, will/can such proposal be included in response to this RFP or is there another procedure to facilitate such proposals?

If the Lottery chooses to purchase machines, service will be the responsibility of the Video Lottery Agents.

If a bidder proposes optional features which are additionally priced, how should these items be presented in the Price Quotation Sheet?

The Lottery does not want optional features priced.

#### Part 4 Pricing

##### Section I – Base System Lease Pricing

The RFP refers to a "Base System Lease Pricing". What does the Lottery mean with "Base System"?

What the manufacturer would consider a standard product and void of any optional features that are provided at additional cost.

Under Section I "Base System Lease Pricing" there is one line for a bid %. Historically in prior contracts, the DE Lottery used a sliding scale percentage of net win.

Are Respondents prohibited from bidding anything other than a flat fee percentage of net proceeds per video and stepper categories?

Yes, bidders are required to bid a flat fee percentage.

If the Lottery will accept a sliding or hybrid scale, should such pricing be bid on a separate page?

Bidders are required to use the Price Quotation Sheet provided.

The Delaware Lottery VLT market is down 21% from Jan – March 2013 when compared to the same period in 2012 using the Net Proceeds at all facilities as posted on the DE Lottery website. The RFP is structured whereby Vendors are paid based off a percentage of Net Win. Is the Lottery able to provide a forecast on performance, % increase or decrease based off the current NW averages, for the next year and subsequent 4 years (contract term)?

The Lottery is not able to provide any such forecasting.

## Section II - Base System Purchase Pricing

Does the Lottery seek pricing on the “VLT Model” to include a VLT and a game (game software)?

All VLTs purchased should have a game associated with it.

What if the hardware (machine) is the same but pricing for a particular game theme is different than another and therefore, the total pricing differs? Does the Lottery seek for a listing of each game theme with the associated costs – or one blended pricing?

If priced differently they can be listed separately. Bidders may add additional blocks to the purchase price quote sheet if necessary.

With respect to Conversion Price, some conversions require processor upgrades, button deck changes and other hardware modifications. How does the Lottery wish conversions that require more than just a software change, to be listed and priced?

Bidders should include total cost, to include processor upgrades, button deck changes and other modifications, in their conversion price.

There is not a line item to bid maintenance under the sale model. Is it correct to assume that a vendor will not be responsible for any service, up-time and maintenance on purchased VLT's? If the vendor will not be responsible for any service on purchased VLT's, who will be servicing those VLT's

That is correct. The Agents will be responsible for service on purchased machines.

Will the Lottery pay a purchase price full upon delivery of purchased units – or otherwise?

Yes, the price will be paid in full at the time of delivery.

Section 5.6

The RFP designates scoring areas. As a result, which section does the Lottery wish for a bidder to tender game theme specific information and qualifications (Software Requirements, Game Specifications or other section(s))?

The Lottery would prefer that theme specific information and qualifications are included in the Hardware Specifications section, specifically 3.1.25, Included Features and Options at No Additional Cost.

Section 5.8

Can the Lottery please define “Low Bid” and “Bid”? Is Low Bid the lowest bid received from all bidders combined and “Bid” being the bid from one specific bidder?

Your description is correct.

**GENERAL QUESTIONS**

Please clarify the Lottery’s expectations for service on purchased units, as opposed to leased ones. In addition, can the rates be negotiated directly?

If the units are purchased, service will be the responsibility of the Video Lottery Agents.

Will the Lottery be open to different pricing types (purchase or lease) based on machine type/model?

Please follow the format that is provided in the RFP.

The liquidated damages in the RFP are different than those currently in place. Please provide further background on the differences and how these new amounts were determined.

The Lottery made some very slight changes to a few of the liquidated damages requirements to more accurately reflect current machine performance.

Will the Lottery continue to categorize existing product in the field (video, spinning reel) as it is today in future benchmark processes?

Yes.

Does the Lottery want pricing for game conversions not under the benchmark, especially for purchased games? We feel this will expedite the process of changing older themes for new ones, because conversions will be covered under the contract.

Should the Lottery choose to purchase the VLTs, we would anticipate the need to purchase conversion kits for those VLTs sometime in the future. The Lottery is looking for the price the vendor would charge for those kits, regardless of why they were being converted.



What proportion of the existing VLTs does the Lottery intend to keep, if any?

The Lottery intends to keep some of the existing VLTs. At this time, the Lottery is unable to specify the precise numbers of current VLTs we will retain or the precise numbers of new VLTs we will order.

What schedule does the Lottery contemplate for the replacement of the existing VLTs?

The Lottery anticipates ordering VLTs at or near the time of contract signing. Deployment will then depend on how quickly successful bidders can supply the VLTs.