GTECH®
Architects of Gaming

July 8, 2009

Mr. Ernie Passailaigue
Executive Director
Arkansas Lottery Commission
500 President Clinton Avenue, #215
Little Rock, Arkansas
72201

Re: Arkansas Lottery Commission Request for Proposal for Instant Ticket Lottery Game Services, RFP Number: ALC-090001

Dear Mr. Passailaigue:

GTECH Corporation is pleased to submit its questions to the Arkansas Lottery Commission in regard to its Request for Proposals for Instant Ticket Lottery Game Services, RFP Number ALC-090001. We look forward to receiving your clarifications, and we appreciate your time and assistance.

Please contact me at the telephone number or email address listed below should you have any questions or need further information.

Sincerely,

Ross Dalton
Senior Vice President, Printed Products and Licensed Content, GTECH Corporation;
President, GTECH Printing Corporation

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1	Past Performance	3	*In accordance with provisions of* ***Arkansas Lottery Commission Major Procurement Rules Section (7)(C)(iii)(g)*** *a vendor's* ***past performance <u>with the State</u>*** *may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation on file in the Arkansas Lottery Commission at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, VPR; memo, file or any other appropriate authenticated notation of performance to the vendor files.* **<u>Q:</u>** The cited section of the Major Procurement Rules does not exist. The ALC appears to be referring to Section (7)(C)(x)(g). Would the ALC please confirm this is correct? The "PAST PERFORMANCE" text quoted above limits the intended scope of any ALC inquiry into a Vendor's "past performance" to that "<u>with the State.</u>" This appears inconsistent with applicable terms of the Major Procurement Rules, including the above-referenced Section (7)(C)(x)(g), which states in relevant part that "*The past performance of a bidder on <u>a state contract</u> may be used by the Commission . . .,*" i.e., not limited to Arkansas state contracts. **[emphasis added]**. Similarly, Section 6 [General Provisions], Subsection D [Procedures Regarding Submissions] of the Major Procurement Rules states, regarding past performance: **xi.** *The Commission reserves the right to obtain any information from* ***any lawful source*** *as required by the Act and regarding the past business history, practices, and abilities of vendors, their officers, directors, employees, owners, team members, partners, or subcontractors. Such information may be taken into consideration in evaluation of the proposals.* **[emphasis added]**. **<u>Q:</u>** Since the ALC has only recently been established, Vendors submitting proposals in this procurement are not likely to have relevant experience with this State. Moreover, we respectfully suggest that a Vendor's past performance on comparable projects in other U.S. jurisdictions, such as the start-up of a state lottery, is of critical importance in evaluating and comparing each Vendor's ability to meet the ALC's procurement objectives. Accordingly, would the ALC please confirm that it intends, as part of its evaluation of Vendor proposals in this procurement, to inquire about a Vendor's relevant past performance in other venues?

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2	EO-98-04 Governor's Executive Order	3	Regarding the reference at the bottom of page 3 of the RFP to EO-98-04 Governor's Executive Order, the Order includes two types of Disclosure Forms, i.e., "Contract and Grant" and "Employee" Forms. Would the ALC please clarify the following: (i) Whether or not the Contract and Grant Disclosure Forms are to be submitted as part of each Vendor's Proposal, or only by the Successful Vendor following the ALC's selection of that Vendor and prior to award of the Contract? (ii) If Contract and Grant Disclosure Forms are required to be submitted as part of each Vendor's Proposal, whether this submission requirement also includes such Disclosure Forms for "Subcontractors" identified in Section 3.C of the Executive Order? (iii) That the requirement for Employee Disclosure Forms does not apply to Vendors.

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3	1.2 , Schedule of Events	4	Section 7.C.ii of the Major Procurement Rules states that: "c. . . . ***Vendors must be given a reasonable time***, *as determined by the Commission, to consider the required scope of products and services and the proposal evaluation factors before proposals must be submitted*; . . . "**[emphasis added]**. This section of the rules recognizes the importance of giving Vendors sufficient time to prepare proposals. Correspondingly, we respectfully submit that the ALC must afford itself sufficient time to conduct a comprehensive review and analysis of Vendor proposals for this long-term contract. The RFP describes hundreds of discrete performance requirements to which Vendors will be responding. Based on past experience, Vendor proposals may exceed 1,000 pages in length. Initially reading and understanding them will obviously take considerable time. Implementing a process that includes a detailed, rigorous, and comprehensive evaluation of these documents <u>will</u> of course add materially to the elapsed time needed to reach a fair, supportable result that achieves the Lottery's procurement goals. Moreover, there are important steps in this process that go beyond consideration of the documents themselves, e.g., (i) the evaluation committee's communications with other entities and persons to complete an inquiry into each Vendor's "**PAST PERFORMANCE**" per statement on p. 3 of RFP and (ii) "**ORAL AND/OR WRITTEN PRESENTATIONS / DEMONSTRATIONS**" per RFP 1.12. **<u>Q:</u>** RFP Section 1.2 [Schedule of Events] advises Vendors that the ALC has allotted a period of <u>only seven (7) days</u> from the receipt of proposals to complete its "Evaluation," with "Intent to Award" occurring one (1) day later. Experience with numerous state lottery procurements indicates that this period falls well short of the time needed to complete a proper assessment and scoring of competing proposals and preparation of the procurement record required by the Rules. Accordingly, would the ALC be willing to expand the time frame allotted for evaluating proposals and reaching its award decision so as to allow the process to be implemented and completed in a measured and orderly manner?
4	1.3, Caution to Vendors, Paragraph 4	Addendum dated June 30, 2009	*"<u>PAGE 4, SECTION 1.3, PARAGRAPH 4</u>: Paragraph 4. should read as follows: "For a proposal to be considered, an official authorized to bind the Vendor to a resultant contract must have signed the proposal and the Official Proposal Price Sheet".*

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			The Official Proposal Price Sheet provided with the Addendum requires Vendors to submit "the lump sum price" in accordance with a specified format, as well as an itemized listing of pricing for *"each of the component parts and services that comprise the lump sum price."* Despite this modification to Section 1.3 and the inclusion of the Official Proposal Price Sheet, the ALC's Addendum does not modify any portion of RFP Section 5.1, *Cost*. Section 5.1.1, *Pricing Formula*, sets forth a specific pricing formula bidders must use in preparing and submitting price based on a percentage of total net sales and refers variously to "*the cost quotation*" and to "*all prices quoted*" in describing how a Vendor must submit its price offering. Accordingly, would the ALC please confirm that: **Qs:** (1) The terms "*lump sum price*" and "*itemized listing of pricing*" as used in the Official Proposal Price Sheet and "*price*" and "*cost*" as used in RFP Section 5 are all intended to mean the "***percentage of total sales** required for compensation*" as that term is used in RFP Section 5.1.1? (2) The Addendum is not intended to modify any provision of RFP Section 5? (3) Vendors are permitted to offer additional/other creative pricing solutions? In addition, the format and text of the Official Proposal Price Sheet ("Price Sheet") prompt several additional questions: (1) Will the ALC please clarify its intentions regarding the following: 1. The first line of text in the Price Sheet contains a blank line before the word "*Services*." Will the ALC please advise what description of the Services is to be placed in this blank? 2. The Price Sheet refers to a "*LUMP SUM PRICE (Written in Words and Number)*," followed by three (3) blank lines and then a fourth (4th) line preceded by a "$" sign.

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			2.1 Will the ALC please confirm that the three blank lines are to be filled in with a statement of a Vendor's proposed total percentage rate of compensation, presented both in words and as a numeric percentage? 2.2 Will the ALC please confirm that the "$" sign is included in the Price Sheet in error and has no application to the pricing requirements as described in RFP Section 5? 2.3 Alternatively, if the ALC intends Vendors to propose a dollar ($) price, will the ALC please provide Vendors an estimate of the annual sales for each year of the Contract term broken down by Online and Instant sales so that competing proposals can be compared against a common baseline? 2.4 Does "LUMP SUM PRICE" mean an annual price (or rate), or, alternatively, the total price (or rate) for the full seven-year Contract term? (2) The second sentence (**bolded text**) of the Price Sheet requests "*an itemized listing of the pricing for each of the component parts and services that comprise the lump sum price.*" Will the ALC please define what is meant by "*component parts and services*" (e.g., by subsection of RFP Section 3) as used in this sentence, including whether each such "*component*" is to be stated as a percentage rate or as a dollar price?

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5	1.9, Proprietary Information	6	Is the redacted copy to be considered one of the seven copies required for submission?
6	1.13, Performance Security	7	It is common in an Instant Ticket RFP to have an amount specified for the Performance Bond. Will the Lottery amend this section to state that a $5,000,000 Performance Bond is acceptable?
7	1.13, Performance Security	7	The Surety Industry requires having bonds that are annually renewable. We respectfully request that the ALC amend Section 1.13, Performance Security, to include a statement that the Performance Bond may be renewed on an annual basis?
8	1.14, Prime Contractor Responsibility	7	***…The ALC reserves the right to approve subcontractors for this project…****Responses to this RFP must include a list of subcontractors, including: . . . descriptive information concerning* ***subcontractor's organizational activities.*** **[emphasis added].** **Qs:** (1) Would the ALC please confirm that its right to approve subcontractors for this project pertains only to subcontractors that will have material involvement in providing goods or services to the ALC? (2) Would the ALC please clarify the phrase "*subcontractor's organizational activities*" as it concerns the information to be included in a Vendor's proposal?
9	1.16, Conditions of Contract	8	*Vendors may obtain a copy of the ALC's Policies and Procedures at: http://lotterycommission.arkansas.gov.* **Q:** ALC's "*Policies and Procedures*" are not accessible on the referenced Website; therefore, would the ALC be willing to furnish Vendors a copy?

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10	1.17, Cancellation	8	*In the event the ALC no longer needs the service or commodity specified in the Contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the ALC may cancel the Contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.* **<u>Q:</u>** This provision would permit the ALC in specified circumstances to terminate the Contract for the ALC's convenience, i.e., without Contractor fault. It is standard practice in state and federal government procurement to require the government agency to compensate the Contractor in the event of a no-fault termination. However, the term makes no reference to any ALC obligation to compensate the Contractor should such termination occur. Absent a compensation provision, a Contractor would be at significant economic risk, especially during the early years of the Contract, should the ALC elect to terminate the Contract for convenience, as its significant capital investment will not have been recovered through sales through Contractor's instant ticket operations. Since Contractor's compensation will be based on agreed fixed percentage rates of ticket sales established through the bidding process and any subsequent negotiations, rather than on separately established payments for Deliverables, would the ALC be willing to supplement RFP Section 1.17 by adding a provision that would obligate the ALC in the event of a termination under this section to compensate the Contractor, including payment of Contractor's previously uncompensated labor, material, and equipment costs incurred in performing the Contract prior to the effective date of termination, plus a fair and reasonable profit on such costs?

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11	1.18, Statement of Liability	8	***The ALC will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned technical literature*** *to be delivered or to be used in the installation of deliverables.* ***The Vendor is required to retain total liability for technical literature until the deliverables have been accepted*** *by the "authorized agency official."* ***At no time will the ALC be responsible for or accept liability for any Vendor-owned items.*** ***The Successful Vendor shall indemnify and hold harmless the ALC*** *…[etc.] …* ***against*** *any and all suits, damages,… [etc.] … arising out of …* ***disclosure*** *…of any copyrighted or non-copyrighted materials, trademark, service mark, secure process, invention, process or idea (whether patented or not), trade secret, confidential information, article, or appliance furnished or used in the performance of the Contract.* **[emphasis added].** **<u>Qs:</u>** (1) Regarding the first paragraph of this provision, would the ALC please (i) clarify what is meant by the statement in the second sentence that "*The Vendor is required to retain total liability;*" (ii) confirm that, following the ALC's acceptance of the "*technical literature,*" the ALC will then assume liability for any "*loss, destruction, or theft*" thereof; (iii) clarify what is meant in the third sentence by the phrase "*Vendor-owned items;*" and (iv) confirm that, notwithstanding the third sentence, the ALC will be responsible for and accept liability for any Vendor-owned items whose damage or loss results from any negligence or willful misconduct of the ALC? (2) Regarding the second paragraph of this provision, would the ALC please confirm that the Vendor indemnity described therein shall not extend to any negligent or otherwise improper disclosure by the ALC of any of the protected information described in that paragraph?

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12	1.19, Ownership of Materials and Rights of Use	8	As drafted, Section 1.19, Ownership of Materials and Rights of Use, grants the ALC certain ownership rights with regard to Intellectual Property that are inconsistent with the nature of the commercial relationship proposed by the ALC in this RFP pursuant to which a Successful Vendor will provide instant ticket operations to the ALC. Would the ALC please confirm that, notwithstanding the language set forth in the first three paragraphs of Section 1.19, the ALC shall only have the right to own materials and information that first originated under the Contract, are created exclusively for the ALC pursuant to the Contract, are unique to the ALC, and were paid for by the ALC? Additionally, would the ALC please confirm the following: (i) that its right to use whatever materials and information it will own pursuant to this provision shall be subject to the rights in Intellectual Property held by the Contractor ("Contractor Intellectual Property") or applicable third parties; (ii) that any grant of a license to the ALC to make use of Contractor Intellectual Property or the Intellectual Property of third parties will be granted solely for use during the term of the Contract and any extensions thereof; (iii) that any grant of license to the ALC to make use of Contractor Intellectual Property or the Intellectual Property of third parties shall not include the right to sublicense; and (iv) that its right to creative derivative works from Contractor Intellectual Property or the Intellectual Property of third parties shall be limited only to modifying and/or creating works reasonably contemplated by the ALC and Contractor under the Contract?

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13	1.19, Ownership of Materials and Rights of Use	8	The ALC requests that the Successful Vendor deposit source code and other proprietary materials with an independent third party to be accessed by the Lottery in the event of "expiration or termination of the Contract." It is consistently the case with other U.S. lotteries that a lottery may only access source code and proprietary materials from a third party escrow agent in the event the Successful Vendor can no longer operate the system due to a specific set of circumstances. Accordingly, would the ALC please confirm that, notwithstanding the language set forth in the last two paragraphs of Section 1.19, it shall not have access to Successful Vendor's source code or proprietary materials due to the ordinary expiration of the Contract after all obligations have been fulfilled or in the event the contract is terminated for the Lottery's convenience? Additionally, would the ALC please confirm that, notwithstanding the language set forth in the first three paragraphs of Section 1.19, it shall only have access to the Successful Vendor's source code and proprietary materials in order to continue to operate the system where the Successful Vendor has failed to maintain system operations due to failure of Successful Vendor to function as an ongoing concern or operate in the ordinary course, or Successful Vendor is subject to voluntary or involuntary bankruptcy? Further, in the event that the ALC does obtain access to the Successful Vendor's source code or proprietary materials, would the ALC please confirm that (i) it will not disclose the source code and/or proprietary materials to third parties, except for subcontractors and third parties required to operate the System, and that (ii) prior to any disclosure of Successful Vendor's source code or proprietary materials to such subcontractors and third parties, the subcontractors and third parties will have entered into a non-disclosure and restriction on use agreement with the Successful Vendor that is deemed sufficient by the Successful Vendor?

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14	1.26, Cost; 5.1.1, Pricing Formula	10; 23	***1.26*** *Vendors may expand items to identify all proposed services.* ***A separate listing, which must include pricing, may be submitted with summary pricing.*** ***5.1.1****…A Vendor must* ***state the percentage of total sales*** *required for compensation to accomplish the tasks specified in the Proposal. The* ***single cost quotation*** *should be presented on the "Official Proposal Price Sheet" and be expressed as a numeric percentage of Net Sales….***[emphasis added].** **<u>Q:</u> It is not clear from the highlighted portions of these provisions whether or not Vendors are permitted to submit separate line item cost quotations for discrete proposed services, or, alternatively, may submit only a single cost quotation. Would the ALC please clarify its intention?**
15	1.28, Ongoing Performance Requirements	10	*The ALC may terminate the Contract by the Successful Vendor or its subcontractors under the terms of the Contract if, within ten (10) days after the ALC gives the Successful Vendor written notice specifying a default, the Contractor has not, in the ALC's sole judgment, either cured the default or given adequate assurance that assures the default will not adversely affect the timely implementation of the lottery or its continued operation.* **<u>Qs:</u>** **(1) Would the ALC please confirm that the right to terminate under RFP Section 1.28 will be limited to a contractor's failure to cure a "MATERIAL" default?** **(2) Recognizing that both the types of defaults and time to cure them may vary, would the ALC be willing to modify this provision to make the 10-day cure period subject to the parties agreeing on a longer time, if determined to be reasonable and necessary under the circumstances?**

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16	1.30, Negotiations	11	*As provided in this RFP and under the ALC's Major Procurement Rules, discussions may be conducted with responsible* ***Vendor*** *who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.* **[emphasis added].** **Qs:** **(1)** The context of the word "Vendor" as used in this section suggests that it is intended to be "Vendors." Please clarify whether the singular, or plural, of "Vendor(s)" is intended. (2) Section 5.J of the Lottery Major Procurement Rules appears to preclude negotiations with more than one Vendor after the ALC has determined the highest rated proposal: "*Specifically, in connection with a major procurement, the Commission will only be permitted to negotiate with the vendor whose bid, offer, quote, or proposal is the highest rated bid, offer, quote, or proposal.*" [Emphasis added]. Please confirm that this provision of the Rules does not preclude, and that the ALC may conduct, concurrent discussions (i.e., "negotiations") with all eligible Vendors (i.e., "Vendors . . . **reasonably susceptible of being selected for award"**) prior to seeking Best and Final Offers – as contemplated by the **Arkansas Code, Section 19-11-230 [Competitive sealed proposals]** of the **Arkansas Procurement Laws ["(a)(3)** *Discussions with responsible* ***offerors*** *whose proposals have been determined to be reasonably susceptible to being selected for award*" **(emphasis added)]**, and as is done in Federal negotiated procurements under Part 15 of the FAR prior to seeking "final proposal revisions." (3) Please clarify whether the ALC definitely plans to solicit BAFOs from Vendors submitting initial Proposals who, following evaluation, remain eligible for the award or, if not, please describe the circumstances/conditions under which BAFOs will be sought from Vendors.
17	3.0.1, Game Specifications	12	The game specifications include "ticket samples." Will the ALC clarify if this is referring to bid samples to be submitted with the proposal or are the samples referring to retailer samples that are printed and delivered with a game?

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18	3.3.1, Ticket Security Specifications – (a) Physical Features	14	Would the ALC please clarify whether tickets must be produced using the "no omissions" process or if omitted packs with breaks in the book numbering is allowed?
19	3.5, Warehousing of New Tickets, Promotional Items, and Point-of-Sale Items (POS)	15-16	Please clarify whether the following statement from the RFP shall be construed as a requirement for 13,000 sq. ft. or a total of 9,000 sq. ft.? "The warehouse must contain a minimum of nine thousand square feet (9,000 sq. ft.) of secured space for use by ALC. The warehouse must contain a minimum of four thousand square feet (4,000 sq. ft.) of secured, segregated space for ALC point-of-sale and premium items, supplies, and other items that are intended for delivery to Retailers and other marketing events."
20	3.14, Instant Ticket Dispensers	18	The cost of single unit instant ticket dispensers can vary dramatically based upon the type of unit. They can range from $5 to $25 per bin. While the units needed for start-up may be the same for all retailers, different retailers might quickly benefit from alternative dispensers. Will the Lottery consider modifying this requirement so that it is a dollar amount rather than a unit amount? This approach would provide the Lottery and retailers in Arkansas with the best dispensers for different retail environments. Or, alternatively, will the Lottery specify a particular type of dispenser so that potential bidders do not under plan or over plan in this area?
21	4.0, Vendor Profile	19	*Vendor must submit the following:...* *11. A disclosure of the details of any finding or plea, conviction, or adjudication of guilt in a state or federal court of the vendor....* Q: Would the ALC please clarify the time frame covered by this disclosure requirement?
22	4.1, Insurance	20	This section states: *Property insurance in the amount of at least $5,000,000.* Property insurance is associated with a specific location or specific property; will the ALC please specify the location or property to be covered for the property insurance requirement?

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23	4.1, Insurance	20	Would the ALC please clarify that the requirement for Crime Insurance is to evidence Employee Dishonesty Coverage?
24	4.4, Disclosure of Litigation	21	*A Vendor must include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving such Vendor…* **Qs:** (1) Would the ALC please confirm that this request is limited to pending matters? (2) Would the Lottery please confirm that the disclosure required by this provision is limited to any civil or criminal litigation or indictment involving the Vendor, etc., that potentially has a material impact on the Vendor's, etc., business and/or ability to perform its services under any future contract with the ALC?
25	4.6, Project Staff	21	*A Vendor's Proposal shall include an organization diagram and a staffing plan.* ***Key staff*** *must be identified, the nature and scope of each person's responsibilities and duties must be outlined and* ***detailed resumes must be provided.*** *Vendor must identify six (6) experienced start-up professionals who will be made available to the ALC for general start-up assistance from the time of contract award through the first two (2) months after start-up of instant and online operations.* **[emphasis added].** **Qs:** (1) Would the ALC please confirm that "experienced start-up professionals," as required by this RFP section, is intended to mean professionals that have experience working on the start-up of a *new* lottery, and does not mean professionals whose experience is limited to an existing Lottery's conversion to a different vendor? (2) With regard to the required "detailed resumes," would the ALC please confirm whether or not Vendors are required to identify the specific lottery venues where each of the six identified persons obtained their lottery start-up experience, the nature and scope of each such person's responsibilities for each identified start-up, and the location(s) and inclusive dates of each person's start-up experiences?

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26	Section 6 General Provisions, Major Procurement Rules 6.D Procedures Regarding Submissions, Major Procurement Rules 1.9 Proprietary Information 7.G Inspection of Purchasing Records [of the Major Procurement Rules]		*iii. All data, materials, and documentation originated and prepared for the Commission pursuant to solicitations shall belong exclusively to the Commission and, subject to rules and the provisions of Ark. Code Ann. § 23-115-404, may be available to the public in accordance with Arkansas law.* ***Under no circumstances will the Commission be liable to any vendor or to any other person or entity, for any disclosure of any trade secret or confidential information.*** **[emphasis added].** *vi. All materials submitted to the Commission by vendors shall upon submission become the property of the Commission and* ***may be used as the Commission deems appropriate.*** **[emphasis added].** *Also,* ***RFP 1.9 [PROPRIETARY INFORMATION]*** *states in relevant part that "Proposals and documents pertaining to the RFP become the property of the ALC and* ***shall be open to public inspection subsequent to proposal opening."*** **[emphasis added].** *(i) the Commission shall not be required to make available for public inspection* ***information protected by or otherwise not required to be disclosed pursuant to applicable law, these Procurement Regulations, or information that the Commission determines in accordance with Ark. Code Ann. § 23-115-404 shall not be disclosed to the public; ..."*** **[emphasis added].** **<u>Qs:</u>** (1) Would the ALC please confirm that, notwithstanding any arguably contrary statements in the above-quoted provisions of **Section (6)(D)** of the **Rules** and **Section 1.9** of the **RFP** regarding the ALC's use and disclosure of a Vendor's information, materials, etc., the ALC's rights and/or duties to disclose same shall be governed by applicable Arkansas statutory and case law and regulations as stated in **Section (7)(G)** of the **Rules** and in accordance with **Section 23-115-404. Confidential information** of the **Arkansas Scholarship Lottery Act?** (2) Would the ALC be willing to agree to promptly notify a Vendor when a request is received for public disclosure of information that the Vendor has claimed is Confidential, and withhold such documents from public disclosure pending the Vendor's exhaustion of its administrative and judicial remedies opposing such disclosure or, alternatively, receipt from the Vendor of a written waiver of its rights to oppose disclosure?

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27	7.C, Procurement Methods, Major Procurement Rules	3	**Section (7)(C) [Procurement Methods]**, states that: *The provisions of this subsection (7)(C) shall be applicable solely to solicitations of major procurement contracts by means of a Request for Proposal (RFP).* Subsection 7.C.ii states that "*An RFP shall set forth provisions including:…f. A* ***declaration of certain contract terms and conditions*** *which shall be required by the Commission.*" **[emphasis added].** <u>**Q:**</u> The RFP does not include a "*declaration of certain terms and conditions.*" Does the ALC intend to amend the RFP to add such declaration?