



GLI

World Headquarters

600 Airport Road
Lakewood, NJ 08701

Phone (732) 942-3999
Fax (732) 942-0043
www.gaminglabs.com

Worldwide Locations

World Headquarters
Lakewood, New Jersey

U.S. Regional Offices
Colorado
Nevada

International Offices
GLI Africa
GLI Asia
GLI Australia Pty Ltd
GLI Austria GmbH
GLI Europe BV
GLI Italy
GLI South America

Submitted via ShareFile

<https://nebraska.sharefile.com/r-r09545837df15440db4ef77ce65efeddb>

June 4, 2021

Dianna Gilliland
State Purchasing Bureau
1526 K. Street, Suite 130
Lincoln, Nebraska 68508

RE: RFP # 6539 Z1 Request for Proposal for Gaming Consultant Services

Dear Ms. Gilliland:

Enclosed please find **Gaming Laboratories International, LLC's** (GLI) response to RFP # 6539 Z1 to provide Gaming Consultant Services to the Nebraska Racing Commission.

We offer expertise that spans more than 30 years in the gaming industry which include assisting regulators with the drafting of rules and technical standards regarding gaming devices, associated equipment, gambling devices, internal controls, rules of the game, conduct of gaming, auditing process, or any other area our clients request assistance.

We are a trusted advisor to over 65 lotteries and over 480 jurisdictions worldwide. GLI's team is committed to providing valuable support to the State of Nebraska.

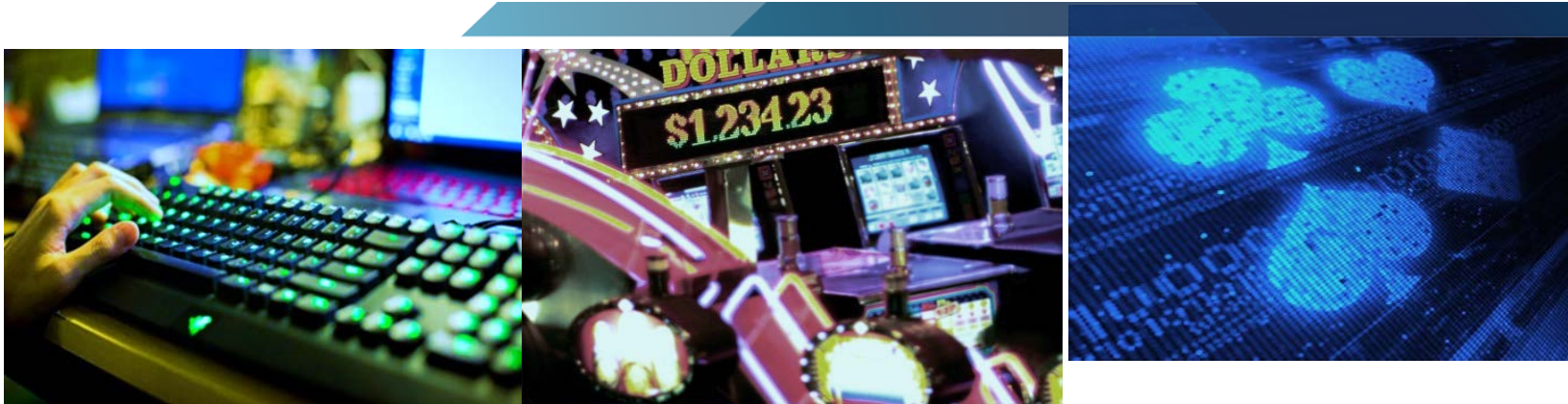
This submission demonstrates GLI's commitment to provide the State of Nebraska with the highest quality of service.

On behalf of our firm of highly qualified professionals, we thank you for your consideration of our proposal. Should you have any questions or need additional information about our response, please feel free to contact Anne Stone, Senior Procurement Manager, at (732) 961-5031.

Sincerely,

Paul J. Magno
Executive Vice-President

Response to:
State of Nebraska



Request for Proposal

RFP 6539 Z1

Gaming Consulting Services

Due Date:

June 7, 2021
2 P.M. Central Time

TECHNICAL PROPOSAL

Submitted by:

Gaming Laboratories International, LLC

Table of Contents

Request for Proposal for Contractual Services Form	1
Form A – Contractor Proposal Point of Contact.....	2
Introduction.....	3
1. Corporate Overview	4
a) Bidder Identification and Information	4
b) Financial Statements	4
c) Change of Ownership	5
d) Office Location.....	5
e) Relationship with the State.....	5
f) Bidder’s Employee Relations to State	6
g) Contract Performance.....	6
h) Summary of Bidder’s Corporate Experience	6
i) Summary of Bidder’s Proposed Personnel/Management Approach	7
Management Approach	7
Proposed Personnel.....	8
Project Leader.....	8
Key Personnel.....	8
Resumes.....	9
j) Subcontractors.....	19
2. Technical Approach.....	20
a) Understanding of the Project Requirements.....	20
b) Proposed Development Approach	22
c) Technical Considerations.....	23
d) Detailed Project Work Plan	25
e) Deliverables and Due Dates	27
Attachment A – Technical Requirements.....	28
Sections II-IV Terms and Conditions, Contractor Duties, Payment.....	32

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free workplace.

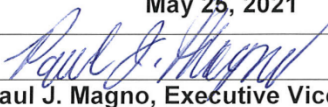
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

N/A NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Request for Proposal.

N/A I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

N/A I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD OR BY DOCUSIGN

FIRM:	Gaming Laboratories International, LLC
COMPLETE ADDRESS:	600 Airport Road, Lakewood, NJ 08701
TELEPHONE NUMBER:	732-942-3999
FAX NUMBER:	732-719-1475
DATE:	May 25, 2021
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Paul J. Magno, Executive Vice President

FORM A – CONTRACTOR PROPOSAL POINT OF CONTACT

Request for Proposal Number 6539 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	Gaming Laboratories International, LLC
Contractor Address:	600 Airport Road, Lakewood, NJ 08701
Contact Person & Title:	Kevin Mullally, Senior Vice President of Government Relations and General Counsel
E-mail Address:	k.mullally@gaminglabs.com
Telephone Number (Office):	732-719-1133
Telephone Number (Cellular):	702-236-9508
Fax Number:	732-719-1475

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	Gaming Laboratories International, LLC
Contractor Address:	600 Airport Road, Lakewood, NJ 08701
Contact Person & Title:	Anne Stone, Senior Manager of Procurement
E-mail Address:	a.stone@gaminglabs.com
Telephone Number (Office):	732-961-5031
Telephone Number (Cellular):	848-468-6916
Fax Number:	732-719-1475

INTRODUCTION

Gaming Laboratories International, LLC (GLI) understands that the State of Nebraska seeks the services of highly qualified personnel, including an Attorney, to assist the Nebraska Gaming Commission (NGC) with creating rules, regulation, policies, minimal internal controls, and organizational structure of the Commission.

As an industry trusted partner to governments for over 30 years, GLI offers highly experienced subject matter experts (SMEs)—including an Attorney with significant knowledge of administrative law and rules and regulations. GLI has extensive experience helping other jurisdictions with their launch of new gaming initiatives such as sports wagering and casino gaming. In fact, GLI is the only gaming consulting firm with experience in every aspect of gaming regulation that has an entire legal department. GLI employs a total of five attorneys and three paralegals. Moreover, GLI's staff includes nine team members that have served as gaming regulators, including four former Executive Directors.

Because of GLI's position as the industry leader, we have vast exposure and experience with a wide collection of industry standards, controls, and regulatory practices from various other gaming jurisdictions. We will apply this expertise so that the NGC has confidence that the recommendations we make regarding potential changes will foster improvements to the quality and most importantly, to ensure audit ability and player fairness of the State's current rules and standards.

GLI has provided rule writing support to regulators since 1989. As a global independent testing lab, serving hundreds of regulatory agencies, GLI is in a unique position to consult with regulators worldwide.

GLI maintains a vast digital repository of all regulations utilized in regulated gaming markets around the globe. This repository serves as a key resource to GLI's internal testing systems. The source requirements within a jurisdiction include laws, compacts, amendments, rulings, and other legal documents setting forth the required structures and policies of the selected jurisdiction. From these source requirements, GLI populates internal testing systems creating checklists, test cases, work instructions and other testing documents which serve to confirm a component's compliance with the selected regulations.

Facilitated by creating a relational database that includes each regulation, the adopting jurisdiction, the relevant technology type, and other ancillary descriptors, GLI has made tremendous strides in identifying the shared adoption of regulations among jurisdictions. This database allows GLI to broaden its awareness of the impact of failed regulations and produce exacting differentials or "gap analysis" between jurisdictional requirements. In addition, GLI can now access a regulation and know the extent of its utilization in other jurisdictions. To ensure the database is up to date, GLI's Technical Compliance team constantly monitors all regulatory agency websites, industry association websites and gaming news resources. Further, GLI's Technical Compliance and Client Services teams stay in near-weekly contact with regulators to ensure that the repository is always up to date with the latest information available.

1. CORPORATE OVERVIEW

a) Bidder Identification and Information

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

GLI's company information is provided in **Table 1**:

Full Company Name	Gaming Laboratories International, LLC
Address of Company's Headquarters	600 Airport Road, Lakewood, NJ 08701
Entity Organization	Corporation
State of Incorporation	Delaware
Year in which first organized to do business	1989
Whether name and form of organization has changed since first organized.	Gaming Laboratories International, Inc. was created as an electronic gaming and system testing laboratory on June 23, 1989 in New Jersey by James Maida and Paul Magno. In 2008, the company was restructured and Gaming Laboratories International, Inc. became the parent company/holding company for Gaming Laboratories International, LLC which was formed on February 8, 2008 as a Delaware Limited Liability Company.

Table 1: Company Information

b) Financial Statements

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization. If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

As a non-publicly held firm, GLI's audited financial statements and banking reference are provided in the response file labeled **RFP 6539 Z1, GLI PROPRIETARY INFORMATION**.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

No such conditions exist.

c) Change of Ownership

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

GLI does not anticipate any change in ownership or control of the company during the twelve (12) months following the proposal due date and if GLI becomes an awarded contractor(s), we will notify the State should this occur.

d) Office Location

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

GLI will conduct the work primarily from its office located in Missouri at 531 Grand Blvd, Suite 230, Kansas City, MO 64106.

e) Relationship with the State

The bidder should describe any dealings with the State over the previous eight years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

We value our cooperative relationship with the State of Nebraska and are confident in our ability and qualifications to deliver the projects that will result from this RFP.

The following describes contracts GLI has entered with the State of Nebraska:

- Random Number Generation (RNG) testing services requested by the Nebraska Lottery. The Contract number is 20190815-6188 and the File number is RN-169-SMP-19-01.
- Expert Witness Services Agreement with the Nebraska Department of Revenue, Charitable Gaming Division, effective February 18, 2019.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

GLI does not employ any employee of any agency of the State of Nebraska as of the due date of the proposal submission.

f) Bidder's Employee Relations to State

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No such relationship exists.

g) Contract Performance

If the bidder or any proposed subcontractor has had a contract terminated for default during the eight years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past eight years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the contractor in the past eight years, so declare.

If at any time during the past eight years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

No such termination for default has been experienced by the contractor in the past eight years.

h) Summary of Bidder's Corporate Experience

The bidder should provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three narrative project descriptions submitted by the bidder during its evaluation of the proposal. The bidder should address the following: i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include: a) The time period of the project, b) The scheduled and actual completion dates, c) The Bidder's responsibilities, d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and e) Each project description should identify whether the work was performed as the prime bidder or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

This information which details similar, relevant work we performed for other clients is provided in the response file labeled **RFP 6539 Z1, GLI PROPRIETARY INFORMATION.**

i) Summary of Bidder's Proposed Personnel/Management Approach

Management Approach

The bidder should present a detailed description of its proposed approach to the management of the project.

GLI's team's goal is to assist you in creating a regulatory structure and implementing practices, procedures and techniques that will:

- Achieve good results; and
- Adapt to changing risk patterns; and
- Include measurable results; and
- Do so with optimum efficiency of public and private resources and government authority.

Our process will involve meticulous attention to detail in the creation of the regulatory framework and the way it is administered. For the industry to achieve high compliance rates, participants must have a clear vision of what is expected of them and why it is important.

Our team will work with the NGC to build on that foundation by:

- Identifying the state's general priorities and goals with respect to legal gaming
- Putting forth options for consideration for each significant policy component, while noting the benefits and drawbacks of each option

That process will likely require meetings with stakeholders and will leverage our experience in multiple states and countries to identify and delineate the potential impacts of all decisions related to the drafting of legislation and regulation.

Our experience in crafting and working with regulatory agencies around the world has taught us that the most effective regulatory systems include built-in controls to help them adapt over time. Even the most carefully crafted framework needs adjustment from time to time; just as the most meticulously designed engineering plans require change orders. It is important to be mindful that risk is not static, nor is the gaming industry you are charged with regulating. New technology will continually change the fundamental operations of the gaming facilities you choose to authorize, consumer behaviors will evolve and the industry will always look for ways to grow its business. While some changes are more significant than others, many will require new risk control measures and at times, new skills for your staff (e.g., sports betting and online gaming).

We encourage open and frank communication in all our engagements. Any issues that arise which may impact the success of the project are brought forward immediately for discussion and resolution. GLI also encourages the NGC to immediately raise any concerns that may arise with any aspects of the project so that they can also be discussed and resolved right away. The result of our carefully planned process, based on our decades of experience in developing gaming policy, will be a highly responsive, well-focused, accountable, effective risk management system that ensures the integrity of the gaming industry in Nebraska.

Proposed Personnel

The bidder should identify the specific professionals who will work on the State’s project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder’s understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes should not be longer than three pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three references (name, address, and telephone number) who can attest to the competence and skill level of the individual.

GLI is fully staffed with industry leading expertise to deliver the services requested.

Project Leader

Our team will be led by **Kevin Mullally**, Senior Vice President of Government Relations and General Counsel, based in GLI’s Kansas City, Missouri office. Mr. Mullally will lead this effort, relying on his experience as a senior regulator in Missouri and former Chief of Staff to the Missouri Senate Majority Leader. Mr. Mullally has extensive experience drafting legislation and regulations and advising lawmakers and regulators in multiple states and throughout the world. His experience and background complement the other highly qualified personnel proposed for this engagement.

Key Personnel

Key personnel who will be assigned to this project are listed in **Figure 1** below, with a summary of relevant skills located in **Table 2**. Mr. Mullally will serve as the Project Leader, managing all aspects of the engagement, assigning tasks to the GLI team and ensuring regular, timely and transparent communication with the NGC team. Mr. Mullally has been involved in many similar projects. Moreover, the GLI team available for this project has a broad array of experience as government regulators. They also possess skill in regulatory organization, processes, gaming technology and risk control. The other proposed team members listed in Table 2 will have the role of Subject Matter Expert.

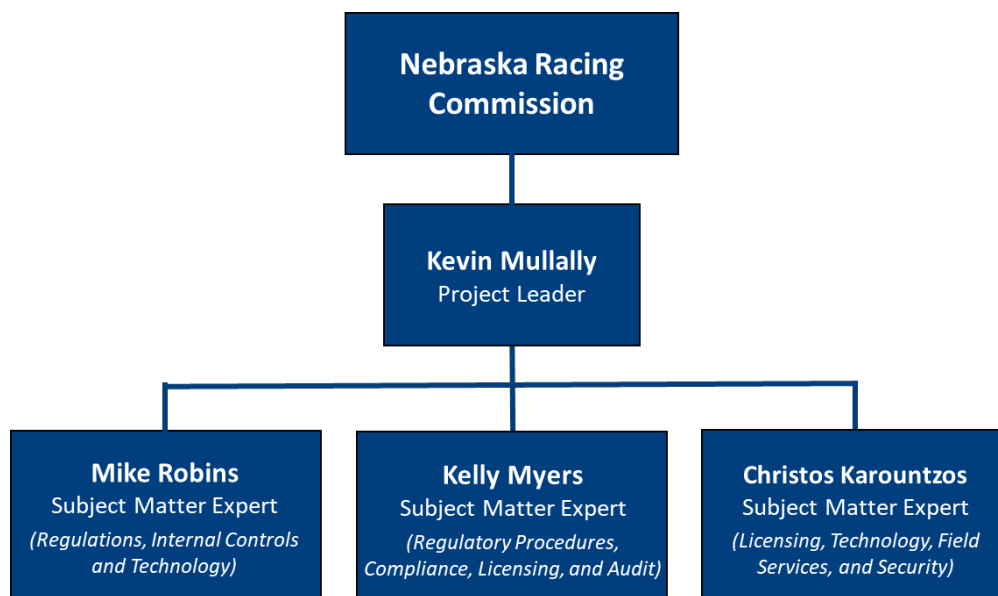


Figure 1: Key Personnel Organization Chart

Name/Title/Location	Skills
<p>Mike Robbins, Technical Compliance Specialist, Digital</p>	<ul style="list-style-type: none"> • Expansive knowledge on technical requirements and regulations from a global market perspective. • Played a key role in helping with the roll outs of multiple U.S. based sports wagering markets through providing comments and feedback as a trusted resource during rule and regulation writing phases. • Subject matter expert in emerging and developing technologies: Mobile and Interactive Gaming, Fantasy Sports, Electronic Raffle Systems, Skill Based Gaming, Live and Virtual Event Wagering.
<p>Kelly Myers, Client Services Representative</p>	<ul style="list-style-type: none"> • 17 years of experience in the gaming regulatory industry. • Subject matter expert in development of Licensing Departments and regulations for Licensing Regulations and Employee and Vendor Licensing. • Established and employed by the Iowa Tribe of Oklahoma Gaming Commission in 2004. Created all departments including Administration, Audit, Licensing, Compliance, and Surveillance. • Developed and executed the NTGCR Certified Gaming Commissioner Academy now used to certify numerous Commissioners throughout the U.S.
<p>Christos Karountzos, Account Executive</p>	<ul style="list-style-type: none"> • 16 years of experience in the gaming regulatory industry. • 12 years of experience as a Technical Compliance Engineer/Product Manager for WMS Gaming and Scientific Games. • Almost 3 years of experience as a Licensing Analyst with the Illinois Gaming Board. • Subject matter expert on regulatory compliance, product compliance, regulatory submissions, jurisdictional requirements, licensing procedures, technical documentation, database, security and process improvement.

Table 2: Proposed Team Members

Resumes

Detailed experience and skills are provided in the following **Resumes**.



Kevin P. Mullally, Esq.

Senior Vice President of Government Relations and General Counsel

Professional Experience Summary

Kevin P. Mullally is the Senior Vice-President of Government Relations and General Counsel for Gaming Laboratories International, LLC (GLI). Mr. Mullally is GLI’s chief legal officer, and is responsible for all risk management policies for the company as well as supervision of all outside attorneys and consultants.

In addition, he serves internationally as GLI’s primary liaison to elected and appointed officials at the federal, state, and local level. As such, he regularly interacts with regulatory agencies, key organizations devoted to developing gaming policy; and senior level executives of gaming equipment manufacturing companies, casino operators, lotteries, iGaming operators, pari-mutuel wagering facilities, sports betting operators and all related vendors. Mr. Mullally provides GLI with 40 years of diversified leadership in law, management, public policy, public relations, economic analysis, and organizational administration.

Prior to joining GLI, Mr. Mullally was the Executive Director of the Missouri Gaming Commission. Previously, he served as General Counsel and Chief of Staff to Missouri State Senator Harry Wiggins. Mr. Mullally served on the Board of Directors of the National Center for Responsible Gaming from 2001-2015 and is current a member of the Board of Trustees of the International Association of Gaming Advisors. He Chaired the National Council on Problem Gambling’s Responsible Gaming Policy Committee from 2001-2019. He is a frequent teacher, author, and speaker on issues relating to administrative and business law topics, public policy development, regulatory issues, and problem gambling.

Mr. Mullally is an accomplished team builder who has a record of successful achievement throughout his career. Mr. Mullally possesses leadership abilities that have been utilized by numerous professional and community organizations, including serving as the Vice-President of the North American Gaming Regulators Association (NAGRA) (2006), Chairman of the NAGRA Policy Committee (2000-06), Chairman of the National Council on Problem Gambling’s Policy Committee (2002-2019) and Chairman of the Regulator’s Internet Gambling Task Force (2006). He is also the author of numerous articles and recently wrote the 2nd Edition update to his Chapter on Public Policy Implementation and Regulatory Practice for the University of Nevada-Las Vegas Law School’s 2014 treatise entitled Regulating Land-Based Casinos.

References

Contact	Address	Phone Number/Email
Charles Moore , Executive Director, Wyoming Gaming Commission	2515 Warren Ave. Suite 301 Cheyenne, WY 82002	(307) 265-4015 charles.moore@wyo.gov
Larry Eliason , former Executive Director, South Dakota Gaming Commission	445 East Capitol Avenue Pierre, SD 57501	(605) 280-2309
Stephen Martino , Senior Vice President & Chief Compliance Officer, MGM Resorts International	71 E. Harmon Ave., Las Vegas, NV 89109	(702) 692-6222 smartino@mgmresorts.com

Summary of Career Achievements

Since arriving at GLI in 2006, Mr. Mullally has created a Government Relations unit that assists GLI's clients with public policy and regulatory issues relating to the implementation of new gaming technology. In addition, he served at the Project Manager for GLI's consulting to assist the Kansas Lottery and the Kansas Racing and Gaming Commission implement the Kansas Expanded Lottery Act. This work involved assisting the KRGC staff in the development of rules, policies, internal control procedures and workflow processes. Of particular note was Mr. Mullally's work in helping KRGC establish its breakthrough responsible gaming programs including its innovative self-exclusion program.

In addition to his work for KRGC, Mr. Mullally has served as project manager for consulting work in Arkansas, Bermuda, Kansas, Kentucky, Illinois, Indiana, Iowa, Maryland, Massachusetts, Ohio, St. Maarten, South Dakota, Turks and Caicos, Trinidad and Tobago, Texas, and Wyoming. Mr. Mullally served as the first Chairman of the Regulator's Internet Gambling Task Force in 2006. Finally, Mr. Mullally has a long history of dealing with lottery policy, having worked on the implementation of the Missouri Lottery while working for Senator Wiggins in 1981. Since that time, he has consulted with lotteries on a variety of technical and legal issues as well as advising them on responsible gaming policy and program implementation.

Prior to joining GLI, Mr. Mullally helped develop the regulatory structure for Missouri's gaming industry. He is one of the principal authors of Senate Bills 10 & 11, creating the Missouri Gaming Commission in 1993. During his tenure as Deputy Director and later as Executive Director of MGC, the MGC staff implemented strict but fair policies that gained the public's trust in the regulatory system, thus giving the industry the opportunity to gain widespread community acceptance. The result is a healthy industry that employs more than 11,000 people, has invested over \$2.0 billion in capital into the state, and generates over \$400 million annually in state and local taxes.

Mr. Mullally conceived and drafted the first government-sponsored self-exclusion program for problem gamblers. The program is the largest of its kind, currently serving over 15,000 problem gamblers. It has been imitated in jurisdictions around the world. Mr. Mullally also acted as the lead lobbyist to gain passage of dedicated funding for problem gambling treatment in Missouri. In addition, Mr. Mullally twice served as President of the Missouri Alliance to Curb Problem Gambling. He remains the only person to have held the position two times. Mr. Mullally also served as lead lobbyist for two gaming regulation reform bills in 1994, both of which passed with emergency clauses requiring two-thirds majorities in the House and Senate.

When he departed MGC in 2006 to join GLI, Mr. Mullally's career as a regulator was widely praised. Gaming reporter Rick Alm, of the Kansas City Star commented that "By any measure, Missouri's social and economic experiment with gambling has succeeded beyond expectations. And against all odds of its Herculean task, extraordinary authority and the enormous temptation of casino industry riches, there has never been even a rumor of agency corruption. Missourians may now applaud as this opening era — let's call it the Mullally Era — of riverboat gambling passes into history." Similarly, Jeff Simpson of the Las Vegas Sun noted that Mullally's departure was "A major loss for Missouri; Mullally is highly respected by his regulatory peers and by many casino business insiders."

During his nine-year tenure as Chief of Staff for Senator Harry Wiggins which began in 1984, Mr. Mullally staffed the handling of most major legislative initiatives for the Kansas City area as well as key legislation of state-wide significance including the creation of a state Department of Health, mandatory DNA testing of convicted felons, the crime victims compensation act, the nation's first Parents as First Teachers program, major revisions of the Uniform Commercial Code, the Student Hunger Prevention Act, the High Speed Rail Act and many others.

Education

- J.D., Law, 1988 – University of Missouri – Columbia School of Law, Columbia, Missouri
- B.A., Political Science, 1989 – University of Missouri – Columbia, Columbia, Missouri

Highlights of Published Works

- Illegal & Unregulated Gambling in America: How New Game Designs Are Eroding State and Tribal Public Policy, *A GLI White Paper*, March 2020.
- Public Policy Implementation and Regulatory Practice, chapter in *Regulating Land Based Casinos*, UNLV Gaming Press, 2nd Edition, 2018.
- Regulating Skill and Hybrid Games, *Global Gaming Business*, March 2017.
- Interview with Kevin Mullally, *Public Gaming Magazine*, January 2016.
- Public Policy Implementation and Regulatory Practice, chapter in *Regulating Land Based Casinos*, UNLV Gaming Press, 2014.
- The Future of Gaming Policy in the U.S., *Casino Lawyer Magazine*, September 2013.
- A Starting Point for Global Online Gaming Technical Standards, *iGaming Business North America*, May 2012.
- Guest commentary: Changes can help problem gamblers, OP-ED for *St. Louis Post-Dispatch*, September 20, 2011.
- The Emergence of Self-Exclusion Programs, Commentary for Volume 5 of the National Center for Responsible Gaming's *Increasing the Odds* Series, December 2010.
- Regulating Modern Gaming Technology, *Canadian Gaming Lawyer*, October 2009.
- Critical Components of a Robust Responsible Gaming Program: Policy Considerations and Legal Implications, *Indian Continuing Legal Education Forum*, July 2009.
- Overview of Gaming Machine Regulation, *Arizona Race Track Industry Program*, March 2008.
- Internet Gambling White Paper, March 2007. *Internet Gambling Resource Guide for the Internet Gambling Task Force*, February 2006.
- St. Louis Market Study: Evaluating Proposals for Casino Expansion in the St. Louis Metropolitan Area, (with Jim Oberkirsch), August 2004.
- Summary of U.S. Gambling Laws for the Missouri Joint Committee on Gaming & Wagering, November 2004.
- Self-Exclusion Committee Report for the National Council on Problem Gambling, June 2003.
- NAGRA Problem Gambling Resource Guide, September 2002.
- "Missouri Riverboat Gaming Laws." 2002 Update *Missouri Taxation and Law Practice Desk Book*. Missouri Bar, January 2002.
- North American Gaming Association Problem Gambling Resource Guide, June 2001.
- Editorial Response to "What the Gaming Industry Can Learn from Yucca Mountain" by Marvin Karlins, Ph.D., *The Wager*, Internet magazine published by Harvard University Medical School, December 2002.
- "Building an Alliance of Organizations to Create and Promote Resources to Help Problem Gamblers," Paper Presented to the National Council on Problem Gambling Annual Meeting, October 7, 2000, Philadelphia, Pennsylvania.
- St. Louis Market Study: Evaluating Proposals for Casino Expansion in the St. Louis Metropolitan Area, (with Jim Oberkirsch), August 2000.
- "Missouri Riverboat Gambling Laws" - 1999 Update *Taxation Law and Practice*, Volume III, Third Edition, Missouri Bar CLE Deskbook

Licenses

- Member, Missouri Bar Association (1989 – Present)
- Member, Chickasaw Bar Association (2007 – Present)
- Licensed by numerous gaming regulators worldwide



Mike Robbins

Technical Compliance Specialist, Digital

Professional Experience Summary

Mike Robbins is an experienced Technical Compliance Specialist, Digital with a demonstrated history of working in the gambling & casinos industry. Starting his career with GLI in 2008, Mike has developed a broad range of experience and has become a solid resource in various technologies and regulations, including Sports/Event Wagering, Mobile and Interactive Gaming, eSports, and amusement throughout the global gaming industry. Currently, Mike is a pioneer on the Evolution Team, creating test criteria for jurisdictional requirements which ensures product compliance. He has also been involved in the development of new jurisdictional markets, providing the agencies with the support and assistance needed to succeed. Mike’s familiarity with emerging and developing technologies, such as Mobile and Interactive Gaming/iGaming, Fantasy Sports, Electronic Raffle Systems, Skill Based Gaming, Live and Virtual Events/Sports Wagering, as well as his expansive knowledge on technical requirements and regulations from a global market perspective, makes him a valuable resource to the company in the update and expansion of GLI’s Technical Standard Series, in particular creating and updating the GLI-33 Standards for Event Wagering Systems, GLI-20 Standards for Kiosks, and the GLI-19 Standards for Interactive Gaming Systems. As an example, Mike performed global research in sports wagering and interactive gaming regulation and compiled the information in a way which positioned GLI for success with the release of these technical standards. This required interviewing multiple subject matter experts, analytical overlap analysis of each existing technical standards from around the world, and refinement of that data into a form that is consistent with the rest of the GLI standards. These Standards have already produced opportunities for GLI from both regulators and suppliers and will be a critical piece in the regulation of sports wagering and interactive gaming worldwide.

References

Contact	Address	Phone Number/Email
Katrina Jagroop-Gomes , CIO, Massachusetts Gaming Commission	101 Federal St. 23 rd floor Boston, MA 02110	(617) 979-8457 katrina.jagroop-gomes@massgaming.gov
Charles Moore , Executive Director, Wyoming Gaming Commission	2515 Warren Ave. Suite 301 Cheyenne, WY 82002	(307) 265-4015 charles.moore@wyo.gov
Susan Christian , Executive Secretary, South Dakota Gaming Commission	445 East Capitol Avenue Pierre, SD 57501	(605) 773-6051 susan.christian@state.sd.us

Employment History

Gaming Laboratories International, LLC

Technical Compliance Specialist, Digital

(April 2021 – Present)

- Provides technical consulting services to government regulators with regards to new gaming technologies within the digital space, including interactive gaming and sports wagering.

- Provides onboarding services to suppliers and operators who wish to enter emerging interactive gaming and sports wagering markets.
- Maintains a thorough understanding of common industry technical standards and minimum internal controls and how they affect the testing procedures.
- Coordinates with Technical Compliance, Engineering, and Client Services teams on all regulatory technical matters and issues related to rules, regulations, technical standards and minimum internal control standards
- Consults with the engineering groups in the various offices on regulatory technical questions.
- Performs regulatory differentials between various jurisdictional standards as needed.
- Provides primary contributions to global set of technical standards using advanced technology testing approaches within a laboratory environment.
- Works independently as a subject matter expert, providing advice to other team members, as needed.
- Write correspondence to regulatory agencies that conveys technical matters in a clear and concise manner for advanced subject matter.

Gaming Laboratories International, LLC*Technical Compliance Engineer**(Jan 2008 – April 2021)*

- Provides technical compliance consulting services to Test Engineers, Manufacturers, State Regulatory Commissions, Casinos and Tribal Jurisdictions.
- Evaluates documentation related to submissions and testing for regulatory compliance.
- Maintains register of current regulations and certification processes for assigned jurisdictions.
- Maintains a thorough understanding of common industry technical standards and minimum internal controls and how they affect the testing procedures.
- Develops/maintains internal procedural documentation, coversheets, forms and test scripts.
- Assists in the process of generating correspondence for new technology or changes in regulatory policy.
- Assists the senior compliance team in ensuring proper policy position is conveyed.
- Works with the senior compliance team on all regulatory technical matters and issues relating to rules, regulations, technical standards and minimum internal control standards.
- Performs regulatory differentials between various jurisdictional standards as needed.
- Communicates with engineering team to analyze potential regulatory issues and determine root cause of technical matters.
- Primary contributor to global set of technical standards using advanced technology testing approaches within a laboratory environment.
- Provides technical training to internal/external customers.
- Mentors other Technical Compliance Engineers.

Education

- Bachelor of Arts – Information Technology and Informatics, 2008 – Rutgers University
- Undergraduate Minor – Organizational Leadership, 2008 – Rutgers University



Kelly Lynn Myers
Client Services Representative

Professional Experience Summary

Kelly Myers recently joined GLI’s Tribal and Government Services Team as Client Services Representative. Most recently, she was Compliance and Licensing Manager for the Cherokee Nation Gaming Commission. Kelly also served as Chairperson of the Oklahoma Tribal Gaming Regulators Association. Previously, she was the Chief Operating Officer for the Iowa Tribe of Oklahoma Enterprises.

References

Contact	Address	Phone Number/Email
Jamie Hummingbird , Chairman, National Tribal Gaming Commissioners/Regulators	P.O. Box 1980 Tahlequah, OK 74464	(918) 207-5349 jamieh@ntgcr.com
Ashley Burnside , Chairperson, Oklahoma Tribal Gaming Regulators Association	2035 N SW Miami, OK 74354	(918) 541-0013 aburnside@estoo.net
Cynthia Hays , Vice President of Compliance, BETFRED Sports	105 East Reno Ave, Suite 8 Las Vegas, NV 89119	(725) 221-0161 cynthia.hays@betfred.com

Employment History

Gaming Laboratories International, LLC

Client Services Representative

(March 2021 – Present)

- Develops and maintains close professional relationships with all assigned customers.
- Responsible for sales activities from lead generation through contract signing, and post-service follow-ups for the achievement of customer satisfaction and revenue generation.
- Records customer’s lifecycle data through maintenance and utilization of the CRM system.
- Supports and implements strategic plans to reach department and company goals.
- Develops and maintains a sound understanding of each customer’s needs and market position.
- Maintains a strong understanding of gaming regulations and procedures.

Cherokee Nation Gaming Commission

Compliance & Licensing Manager

(May 2008 – Mar 2021)

- Responsible for all background investigations on 5,000+ casino employees annually to determine suitability and security clearance for the gaming operations.
- Reviewed compliance for all pre-employment selections performed by the Human Resources department of the casino operations to ensure eligibility to apply for a gaming license.
- Conducted administrative hearings to determine final suitability determinations in compliance with all State, Tribal, and Federal rules, and regulations.
- As leadership team member, participated in development of departmental budgets and strategic planning.

- Obtained and reported all background and investigative information on applicants as needed to the National Indian Gaming Commission (NIGC).

Iowa Tribe of Oklahoma Enterprises

Chief Operations Officer

(May 2004 – Jan 2008)

- Managed, all tribal enterprise operations (Casino, Construction, Maintenance, Art Gallery, Smoke Shop, Convenience Store, and Enterprise Administration) by directing and coordinating activities, projects, and personnel consistently with established goals, objectives, and policies for the tribe.
- Created, developed, and implemented an effective organizational strategy, setting objectives for future growth and expansion.
- Directed development of systems for financial accounting, property management, purchasing, planning, and personnel.
- Managed approved budgets for all enterprise operations.

Iowa Tribe of Oklahoma

Gaming Commissioner

(May 2004 – Jan 2008 & Nov 2016 – Mar 2021)

- Regulatory compliance for all gaming operations.
- Development of Gaming Commission department within the tribe.
- Supervision of Gaming Commission Personnel.
- Development of Standard Operating Procedures and Tribal Internal Control Standards (TICS).
- Licensing for personnel and gaming vendors.
- Oversight and management of Surveillance department.
-

Professional Affiliations/Certifications

- Oklahoma Tribal Gaming Regulators Association (OTGRA), Chairperson *(2014 – 2021)*
- National Tribal Gaming Commissioner/Regulators (NTGCR), Board Member *(2016 - 2021)*
- National Tribal Gaming Commission/Regulators (NTGCR) Certified Gaming Commissioner *(2019)*
- National Indian Gaming Association (NIGA), Certified Gaming Commissioner *(2006)*

Awards and Recognitions

- 2014 National Center for American Indian Development (NCAIED) 40 under 40
- 2016 National Indian Gaming Association (NIGA) Chairman’s Leadership Award
- 2017 Global Gaming Business’ Top 10 Best in Tribal Government to Watch
- 2018 Global Gaming Business’ 40 under 40 Emerging Leaders in Gaming
- 2019 National Indian Gaming Association (NIGA) Regulator of the Year

Education

- Bachelor of Science – Business Administration, Major in Accounting, 2002 – University of Arkansas, Sam M. Walton College of Business

Christos Karountzos

Technical Compliance Specialist, Digital

Professional Experience Summary

Christos recently joined GLI as Account Executive on the North American Supplier Team. A gaming industry veteran of 16 years, his previous roles include Gaming Licensing Analyst for the Illinois Gaming Control Board (IGCB) and Senior Jurisdictional Engineer/Project Manager in Compliance at Scientific Games and WMS Gaming.

References

Contact	Address	Phone Number/Email
Ethan Tran , Licensing Analyst, Illinois Gaming Board	655 W. Irving Park Rd. Apt 4712 Chicago, IL 60613	(773) 255-5610 Ethantran242@gmail.com
Floyd Barroga , Product Compliance Director, William Hill	8255 Las Vegas Blvd S. Unit 1008 Las Vegas, NV 89123	(775) 843-8221 floyd.barroga@williamhill.us
Michael Spohr , Principal Manager Product Compliance, Scientific Games	10346 Cherry Brook St. Las Vegas, NV 89123	(773) 209-2521 Michael.Spohr@scientificgames.com

Employment History

Gaming Laboratories International, LLC

Account Executive

(Mar 2021 – Present)

- Develops and maintains close professional relationships with all assigned customers.
- Responsible for sales activities from lead generation through contract signing, and post-service follow-ups for the achievement of customer satisfaction and revenue generation
- Records customer's lifecycle data through maintenance and utilization of the CRM system.
- Supports and implements strategic plans to reach department and company goals.
- Participates, as assigned, in tradeshow, conferences and roundtables.
- Develops and deliver presentations.
- Develop and maintain a sound understanding of each customer's needs and market position.
- Maintain a strong understanding of gaming regulations and procedures.
- Extract data from company database into Excel workbooks for budget and performance spreadsheet creation and publishes for distribution.

Illinois Gaming Board

Gaming Licensing Analyst

(Jun 2018 – Mar 2021)

- Analyze and process new applications in compliance with the Riverboat Gambling Act, the Video Gaming Act and the Sports Wagering Act.

- Partner with the Enforcement, Investigations, Legal and Finance Divisions by identifying possible area of concerns, prepare written analysis and maintain accurate case management system.

Scientific Games

Senior Jurisdictional Engineer – Product Manager Compliance (Feb 2016 – Jun 2018)

- Point of Contact & Product Lab Manager for all Class III product line, submitted for regulatory approval to Independent Test Labs and most US and Canadian Regulatory State Agencies.
- Oversee and advised on new requirements and regulations.
- Drafted and reviewed language on Customer Service Notifications and Revocation Bulletins forms sent to customer and regulators.
- Reviewed and assisted Engineering and Customer Support team in investigations on reported field issues/questions.
- Involved in company's Product Development Hackathons on brand new game mechanics/features and process improvements.

WMS Gaming

Senior Jurisdictional Engineer – Technical Compliance (Dec 2005 – Feb 2016)

- Managed daily business relationships with various regulatory gaming agencies to obtain approvals required to meet product launch schedules.
- Responsible for gaining regulatory feedback on new gaming concepts in development.
- Responsible for new platform field trial reporting to regulatory agencies.
- Compliance Point of Contact for Account Executives, for nearly 30+ USA, Canadian and Caribbean markets.
- Interfaced with many departments including Game Development, H/W Development, Quality and Program Management to ensure gaming software and other products meet jurisdictional compliance requirements.
- Attending companywide Kaizen events to improve internal processes.

Education

- Bachelor of Science – Technical Management, 2005 – DeVry University
- Associate of Applied Science – Electronics and Computer Technology, 2004 – Devry University

j) Subcontractors

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s),
- ii. specific tasks for each subcontractor(s),
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

GLI does not intend to subcontract any part of its performance.

2. TECHNICAL APPROACH

a) Understanding of the Project Requirements

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The contractor should provide the following information in response to this Request for Proposal

A. PROJECT OVERVIEW The Request for Proposal (RFP) is to retain the services of a highly qualified individual, group of individuals, or service to provide Gaming Consultant Services to the Nebraska Racing Commission. Services are needed with creating rules, regulation, policies, minimal internal controls, and organizational structure of the Commission. The consultant whether an individual, a group of individuals, or a service must include an Attorney with knowledge of administration law and rules and regulation. A current or retired executive of a Racing and Gaming Commission or a Gaming Commission.

The GLI project team includes a gaming attorney with 40 years of experience in drafting legislation, regulations and administering gaming regulatory policy. The team includes two additional former gaming regulators (Kelly Myers and Christos Karountzos), and the most prolific and relied upon experts in the U.S. on issues relating to technical standards, gaming technology deployment, internal control standards and new technology (Mike Robbins).

B. PROJECT ENVIRONMENT The Contractor would not be required to complete this work within the State of Nebraska. Contractor would be periodically required to travel to the State of Nebraska for meetings at the discretion of the Commission Executive Director.

GLI understands and agrees to this requirement. GLI will travel to the State of Nebraska for meetings as requested by the Commission Executive Director. GLI has local resources, including the proposed Project Manager for this engagement, who is only a three-hour drive from Lincoln. The ability to be on site quickly for meetings with staff is an important benefit for this project. We learned during the Kansas Racing and Gaming Commission engagement that important meetings are often scheduled on short notice and while technology has enabled video conferencing for brief meetings, there is no substitute for in person communication for longer, more substantive meetings, especially if they involve interaction with stakeholders such as the Governor's office, legislators or stakeholders that may merit a de-briefing session later.

C. SCOPE OF WORK

The following deliverable services, listed in completion order, are required by the consultant within eight weeks from award (periodic travel to Nebraska required):

1. Review Rules and Regulations that have been created by Nebraska Gaming Commission staff. Part of this review would be to review the work product for clarity, grammar, authority, content and see that it complies with the Nebraska Gaming Act. The consultant would be working with Gaming Commission staff and Gaming interests in the state.
 - a. Contractor to provide the Commission’s Executive Director a weekly update of the work project until completed.
 - b. Provide a final rules and regulations document formatted in a Word and PDF format.
2. Review and create Nebraska Gaming Commission minimum internal control standards (MICS).
 - a. Provide a final MICS document formatted in a Word and PDF format.
3. Review and create policy and procedures of the Nebraska Gaming Commission.
 - a. Provide a final policy and procedures document in a Word and PDF format.
4. Assist and review the organizational structure of the Nebraska Gaming Commission.
 - a. Provide a report outlining suggestions for the organizational structure of the Commission.
 - b. The final organizational structure report should be in Word and PDF format.
5. Create and review practice and procedure that occur before the Racing and Gaming Commissioners
 - a. Provide a final practice and procedure document formatted in a Word and PDF format.
6. Appear before the Commissioners at a public hearing to assist with the introduction of the rules and regulations and Commission policies.
7. Experience working with state figures and legislative personnel.

GLI confirms that it has the experience and resources to address every aspect of the engagement within the eight-week timeline. GLI has a thorough understanding of the project requirements and it is very similar to the work we performed for the Kansas Racing and Gaming Commission when it transitioned from a pari-mutuel wagering regulator to a full-spectrum gaming regulator with responsibility for casinos. It is also similar to work we are currently do in Wyoming. Finally, there are components of the project that are analogous to work we have done in many jurisdictions globally where GLI plays an essential role the gaming regulatory agency’s formative stages.

For instance, there are dozens of examples of GLI assisting regulators with drafting rules. We have done this for new agencies and many experienced gaming regulators charged with overseeing a new form of gaming. The rapid adoption of sports betting is a great example. Many state legislatures have imposed very aggressive timelines for the implementation of sports wagering. This places severe strain on regulatory resources. As a result, GLI has been involved at some level, either by direct contract or informal consulting, in the launching of every sports betting jurisdiction in the U.S. for the past three years.

GLI is used to adapting its rule drafting style to fit the customs of the jurisdiction and to blend in with existing regulatory policy, practices and the procedures of the jurisdiction. We are experienced in understanding the building blocks of regulatory law. First, we look at the Constitution, then the statutes, then existing administrative rules and map the regulatory needs against the law. After drafting regulations, we build out the remainder of the components for the regulatory structure which include operational requirements contained in the minimum internal control standards (MICS), and policies and procedures for the operation of the Commission. We then align resources to fulfill these functions by creating an organizational chart for staff, job descriptions, and policies and procedures for staff.

GLI also has extensive experience in presenting our work to our clients and related stakeholders. We have presented new regulatory structures to newly formed gaming commissions in jurisdictions around the world. We have also explained our work to public officials including

Governor's offices, legislative oversight committees, parliaments, councils of ministers, community stakeholder organizations, and industry representatives.

Finally, GLI's experience demonstrates that it is not enough to draft and dash. We support or work with training of staff and education of stakeholders. As mentioned repeatedly in our work, highly functioning regulatory systems always manifest a clear alignment in the understanding of the underlying policy objectives for each risk control measure and a thorough understanding of the roles and responsibilities of each party for compliance with those measures.

D. TECHNICAL REQUIREMENTS

The bidder must review and complete Attachment A – Technical Requirements.

Please see **Attachment A – Technical Requirements**, starting on page 28 of this response.

b) Proposed Development Approach

Phase I – Research and Review

It is essential that the regulatory structure be aligned with jurisdiction laws and norms. This requires a thorough examination of the supporting laws, including Constitutional and statutory requirements, and existing regulatory practices and procedures. GLI will perform a comprehensive analysis of all legal requirements relating to the responsibilities that have been conferred upon the Nebraska Racing Commission and review the work that has already been done by staff. We will then create a checklist of necessary risk control components and gap analysis that identifies the scope of work for the first task, which is to draft regulations governing the industry.

This phase will require meetings with staff and will likely require stakeholder meetings to answer questions about legislative intent, policy objectives, expectations and local issues that may exist beyond the requirements evidenced in law.

Phase II – Project Outline and Statement of Policy

It is often helpful to provide our clients and senior government officials with an overview of the regulatory structure before beginning work. Thus, if agreed upon by the client, we would draft a policy statement which summarizes the policy objectives of the regulatory effort, the proposed regulatory structure, the areas of risk to be addressed and the essential operational elements the commission will use to regulate the industry. This document can be presented to stakeholders and provide a first stage of education about how the regulatory system will be structured and operate. It also provides a means of aligning stakeholders to agree upon the goals for the industry and the way it will be managed and measured.

c) Technical Considerations

Phase III – Regulation Drafting

GLI uses a multi-faceted approach to align proven regulatory requirements and processes with the law, policy objectives, existing regulatory requirements and processes, and stakeholder preferences. We work with staff to understand local customs and requirements for regulations and the government's operational norms. We will leverage global risk control policies where possible to ensure an efficient and effective regulatory structure that is easily understandable by the industry and promotes high levels of compliance.

Phase IV – Presentment of Regulations

After the regulations have gone through several phases of drafting, GLI will work with staff to present them first to the Commissioners and then to the public official stakeholder group which may include the Governor's office, Attorney General, legislators, and other impacted public officials. GLI will address any concerns they might have to the satisfaction of staff and the Commission. Once this stakeholder group is sufficiently briefed, GLI proposes that the rules be circulated for an informal comment period to the industry and other identified community stakeholders. We have found this practice to lead to a much more efficient formal rulemaking process but defer to the judgment of the staff and local custom.

Phase V – Development of Minimum Internal Control Standards (MICS)

The rules set the boundaries and guidelines for more detailed operational requirements contained in the MICS. GLI's staff has extensive experience in drafting and administering MICS in a variety of environments and for different forms of gaming. The development process is similar to the rule drafting process except it involves a much narrower group of stakeholder interests as this component requires higher levels of industry and operational knowledge to provide meaningful input. While not pre-judging the effort, a typical set of MICS will likely address at least the following:

- A. General, administrative, and definitions
- B. Operations and organization
- C. Accounting records and procedures
- D. Financial reporting
- E. Forms, records, and documents
- F. Rules of the games
- G. Electronic gaming devices
- H. Table games
- I. Poker room
- J. Access controls
- K. Information technology controls
- L. Cashiering and credit
- M. Drops and counts
- N. Currency transaction reporting and AML
- O. Internal Audit
- P. Security
- Q. Surveillance
- R. Tips and gratuities
- S. Purchasing and contract administration

- T. Patron disputes
- U. Self-exclusion and responsible gaming
- V. Cashless, promotional and bonusing systems
- W. Unclaimed winnings
- X. Investigations
- Y. Amendments and waivers

The end work product will be a MICS document that aligns with the regulatory structure and provides operational controls to ensure policy objectives are being met and can be measured. This document will also undergo an industry review, but on a much more informal level with a small group of industry compliance specialists.

Phase VI – Organizational Structure and Staffing

GLI will evaluate the existing organizational structure, staffing levels, experience, and training of the Nebraska Racing Commission to determine if there are gaps that need to be filled for NGC to fulfill its new responsibilities for overseeing a broader scope of gaming activities. GLI's team has experience building regulatory staffs both as government employees and as consultants. Our recommendations will stay within the resources constraints that apply to government agencies and prioritize the areas with the highest risk or which provide the most significant public benefit.

GLI will provide job descriptions, minimum qualifications, and scope of duties for each newly created position and can also assist in staff recruitment if necessary. GLI's vast network of contacts has proven to be a valuable recruiting asset for many government regulators.

Phase VII – Create a Policies and Procedures Manual Governing Commission Operations

The GLI team has over 73 years of government regulatory and consulting experience on gaming regulation operational issues. This provides us with visibility to a broad array of regulatory practices, forms, and procedures. We will use this experience to align proven practices as best as possible to the existing operational norms of NGC.

If approved by NGC, GLI will use a technique that has proven very valuable in similar engagements, by facilitating a day of meetings with senior staff of one or two regulatory agencies with similar missions and resources as NGC. This allows the staff of NGC to meet with their counterparts in other states and discuss their scope of responsibilities, typical workday, and the forms, procedures and tools they use to do their jobs. It also allows for the sharing of problems solved and risks mitigated and what to expect when introducing new forms of gaming in a jurisdiction.

Phase VIII – Develop a Practice and Procedure Document for the Commission

In 1993, GLI's Project Leader for this engagement was part of a small team that built the Missouri Gaming Commission from the ground up. That effort involved meeting with every senior leader in the small group of gaming regulatory agencies at the time. Since that time, the GLI team has assisted many other regulatory agencies in developing and improving their administrative procedures and communication practices. GLI will work with NGC to ensure their Commission operates with transparency, efficiency and adheres to the highest standards for ethics and accountability. We will work with staff to create forms and procedures governing the Commission that adhere to Nebraska law and custom.

Phase IX – Public Presentment and Legislative Oversight/Approval

The GLI team has wide-ranging experience in presenting gaming policy and working with public officials and a broad array of stakeholders. Most recently, you may have observed the GLI team’s work in presenting sports wagering regulations in Wyoming and we are currently doing similar work in South Dakota. GLI’s project leader has been working with state legislators since his days as a staffer for Missouri State Senator Harry Wiggins from 1981-1993. Since then, he has appeared in dozens of legislative forums both as a public official and as Senior Director of Government Relations for GLI. Mike Robbins has also appeared in many public rulemaking hearings and is a featured speaker at the upcoming North American Gaming Regulators Association Conference.

Kelly Myers, served as the Chair of the Oklahoma Tribal Regulators Association for 7 years and has represented gaming regulators’ interests in numerous public forums. She is a gifted public speaker and accomplished problem solver.

Christos Karountzos has worked with industry stakeholders on many contentious issues during his time as a regulator and has represented the industry as well, giving him a broad understanding of how the industry views regulation.

This combined experience provides the GLI team with unique skills and a seasoned demeanor that will ensure NGC is represented in a dignified, informed, and professional manner in all interactions with public officials and industry stakeholders.

d) Detailed Project Work Plan

GLI’s proposed work plan for this engagement is outlined in the work breakdown structure (WBS) in **Table 3** below:

WBS	Task Name	Duration	Start	Finish	Work
1	Review Rules and Regulations that have been created by NGC staff. Part of this review would be to review the work product for clarity, grammar, authority, content and see that it complies with the Nebraska Gaming Act. The consultant would be working with Gaming Commission staff and Gaming interests in the state.	5-6 Weeks (depending on status of initial NGC draft)	July 1, 2021	No later than August 11, 2021	Review draft rules, meetings with NGC staff, meetings with stakeholders.
a.	Contractor to provide the Commission’s Executive Director a weekly update of the work project until complete.	5-6 weeks	July 1, 2021	No later than August 11, 2021	Our experience is that we are in contact several times during each week. GLI will deliver the Director a Weekly summary of contacts and progress
b.	Provide a final rules and regulations document formatted in a Word and PDF format.	5-6 weeks	July 1, 2021	No later than August 11, 2021	GLI will deliver no later than August 11, 2021

WBS	Task Name	Duration	Start	Finish	Work
2	Review and create NGC minimum internal controls standards (MICS). a. Provide a final MICS document formatted in a Word and PDF format.	3-4 weeks	July 19, 2021	No later than August 16, 2021	Start date depends on progress on rules.
3	Review and create policy and procedures of the NGC. a. Provide a final policy and procedures document in a Word and PDF format.	3 Weeks	August 2, 2021	August 23, 2021	Meetings with staff and other state agencies that interact with or support NGC.
4	Assist and review the organizational structure of the NGC.	3 Weeks	August 2, 2021	August 23, 2021	Meetings with staff, Commissioners, budget office, and office of personnel.
a.	Provide a report outlining suggestions for the organizational structure of the Commission.	2 Weeks	August 2, 2021	August 16, 2021	Meetings with staff, Commissioners, budget office, and office of personnel.
b.	The final organizational structure report should be in Word and PDF format.	1 Week	August 16, 2021	August 23, 2021	GLI will deliver on time.
5	Create and review practice and procedure that occur before the Racing and Gaming Commissioners. a. Provide a final practice and procedure document formatted in a Word and PDF format.	2 Weeks	August 9, 2021	August 23, 2021	Meetings with Commissioners, staff, possibly attorney general's staff and related agency staff.
6	Appear before the Commissioners at a public hearing to assist with the introduction of the rules and regulations and Commission policies.	8 Weeks	July 1, 2021	August 30, 2021	GLI is available and on call to appear as needed.
7	Experience working with the state figures and legislative personnel.	8 Weeks	July 1, 2021	August 30, 2021	GLI is available and on call to appear as needed.

Table 3: GLI's Project Work Plan

e) Deliverables and Due Dates

GLI believes in delivering quality products to its clients and partners and has developed a leading practice approach to define and deliver quality deliverables. GLI will work with NGC to define what quality means to NGC and then monitor and report back throughout all stages of engagements.

GLI agrees to meet the deliverable services as outlined in the Scope of Work section of the RFP. A summary of deliverables indicated in Table 3 is provided in **Table 4**.

Deliverable	Due Dates
Provide the Commission’s Executive Director a weekly update of the work project until complete.	Weekly concluding no later than August 11, 2021
Final rules and regulations document formatted in a Word and PDF format.	No later than August 11, 2021
Final MICS document formatted in a Word and PDF format.	No later than August 16, 2021
Final policy and procedures document in a Word and PDF format.	August 23, 2021
Report outlining suggestions for the organizational structure of the Commission.	August 16, 2021
Final organizational structure report should be in Word and PDF format.	August 23, 2021
Final practice and procedure document formatted in a Word and PDF format.	August 23, 2021

Table 4: Deliverables and Due Date

ATTACHMENT A – TECHNICAL REQUIREMENTS

Attachment A Technical Requirements Request for Proposal Number 6539 Z1

Bidder Name: Gaming Laboratories International

For the following seven technical requirements, provide a bidder response explaining how each requirement will be met. Include frequency of each requirement in the bidder response. Explain the overall process, research methodology, planning, creative development, requirement implementation and evaluation of each item. If a “reimbursement or a commission rate” cost is associated with the requirement, please include in the narrative response.

The fulfillment of the RFP requirements listed below will be at the direction of the Nebraska Gaming Commission. A completed form must be submitted with the proposal response.

	<p>Review Rules and Regulations that have been created by Nebraska Gaming Commission staff. Part of this review would be to review the work product for clarity, grammar, authority, content and see that it complies with the Nebraska Gaming Act. The consultant would be working with Gaming Commission staff and Gaming interests in the state. Bidder describe experience.</p>
<p>1</p>	<p>Bidder Response:</p> <p>GLI uses a multi-faceted approach to align proven regulatory requirements and processes with the law, policy objectives, existing regulatory requirements and processes, and stakeholder preferences. We work with staff to understand local customs and requirements for regulations and the government’s operational norms. We will leverage global risk control policies where possible to ensure an efficient and effective regulatory structure that is easily understandable by the industry and promotes high levels of compliance.</p> <p>We have performed similar work for:</p> <ul style="list-style-type: none"> • Kansas Racing and Gaming Commission – Complete set of rules • Ohio Casino Control Commission – Collaborated with staff for complete set of rules • Wyoming Gaming Commission – Complete set of rules for online sports wagering • South Dakota Commission on Gaming – Complete set of rules for sports betting (and various other rule writing projects over our 32-year history as a consultant for them). • Michigan Gaming Control Board – Subject matter expert consulting on sports betting rules • Colorado Department of Gaming – Subject matter expert consulting on sports betting rules • D.C. Lottery – Consultation on drafting rules, regulations, and MICS for sports wagering. • Ukraine Parliament – Consultation on gambling legislation and writing of technical standards • Latvia Gaming Control – Consultation and research for responsible gaming measures

	<ul style="list-style-type: none"> • New Zealand Department of Internal Affairs – Consultation on online gambling • Indiana Gaming Commission – Regulation writing and technical standards for sports betting. • Government of Seychelles – Drafting of comprehensive gaming legislation, regulation writing, staffing advice, training, and technical standards. • Iowa Racing and Gaming Commission – Technical standards consulting for sports wagering. • Government of St. Maarten – Drafting of policy statement, legislation and rules governing all forms of gaming. Staffing advice and policies and procedures for newly created gaming commission. • Turks and Caicos - Drafting of policy statement, legislation and rules governing all forms of gaming. Staffing advice and policies and procedures for newly created gaming commission. • West Virginia Lottery – Technical standards consulting for sports wagering and online gaming. • Oregon State Lottery – Regulation writing and technical standards. • Bermuda Casino Gaming Commission – Regulation writing, staffing advice, drafting procedures for operation of the commission, technical standards and responsible gaming policy. • Delaware State Lottery – Regulation writing for iGaming • Ohio State Lottery – Drafting of responsible gaming policies and regulation writing • Illinois Gaming Board – Technical standards for video gaming terminals and assistance with responsible gaming programs. • Virginia Department of Charitable Gaming – Regulation writing, technical standards and uniform operating procedures.
2	<p>Review and create Nebraska Gaming Commission minimum internal control standards (MICS). Bidder describe experience.</p> <p>Bidder Response:</p> <p>Kevin Mullally has 13 years’ experience as a regulator drafting and reviewing MICS for the Missouri Gaming Commission. Since that time, he has assisted numerous regulatory bodies with MICS development and administration, including the Kansas Racing and Gaming Commission, Ohio Casino Control Commission, Indiana Gaming Commission, and Maryland Lottery and Control Agency, among others.</p> <p>Mike Robbins has 13 years’ experience in assisting numerous regulatory bodies with MICS development, including the Puerto Rico Gaming Commission, the District of Columbia Office of Lottery and Gaming, and West Virginia Lottery, among others.</p> <p>Kelly Myers has experience in drafting Gaming Commission rules and regulations and along with implementing policy and procedures for Compliance and Licensing Departments for Commissions. Kelly is relying on her experience as the Compliance and Licensing Manager for the Cherokee Nation Gaming Commission and the Chairperson for the Iowa Tribe of Oklahoma Gaming Commission.</p>

3	<p>Review and create and procedures of the Nebraska Gaming Commission. Bidder describe experience.</p> <p>Bidder Response:</p> <p>Kevin Mullally assisted with the drafting and was responsible for the administration of the Policy and Procedures Manual for the Missouri Gaming Commission during his six-year tenure as Executive Director. Since that time, he has assisted numerous regulatory agencies with the implementation of internal policies and procedures including, but not limited to the Kansas Racing and Gaming Commission, Ohio Casino Control Commission, Maryland Lottery and Gaming Control Agency, Arkansas Racing Commission, Indiana Gaming Commission, Bermuda Casino Control Commission, Turks and Caicos Gaming Inspectorate, and Wyoming Gaming Commission.</p> <p>Kelly Myers was responsible for the development of the Iowa Tribe of Oklahoma Gaming Commission when it was first established. She developed their internal controls, rules and regulations, and procedures. Kelly has over 17 years of experience in assisting tribes with gaming regulations and led both the Compliance and Licensing Departments for the Cherokee Nation Gaming Commission for 13 years before joining GLI.</p> <p>Christos Karountzos was part of the gaming expansion in the State of Illinois. He analyzed and processed new applications in compliance with the Illinois Gambling Act, the Video Gaming Act and the Sports Wagering Act. He assisted the Licensing senior team with processes improvement recommendations and partnered with the Enforcement, Investigations, Legal and Finance Divisions by identifying possible area of concerns. Additionally, during his time with WMS Gaming/Scientific Games, he represented their Jurisdictional Engineering/Product Compliance department in various companywide Kaizen events, including Product Development Hackathons, to improve internal processes.</p>
4	<p>Assist and review the organizational structure of the Nebraska Gaming Commission. Provide a report outlining suggestions for the organizational structure of the Commission. The final organizational structure report should be in Word and PDF format. Bidder describe experience.</p> <p>Bidder Response:</p> <p>Kevin Mullally was responsible for creating the initial budget for the Missouri Gaming Commission while serving as Chief of Staff to Missouri State Senator Harry Wiggins in 1993. Subsequently, he was part of the executive team that formed the initial staffing structure and job descriptions for the Commission and later administered the budget and staff while serving as Executive Director. Since coming to GLI in 2006, Mr. Mullally has played a key consultancy role in the formulation of nearly every new gaming regulatory agency in the U.S. and many others overseas.</p> <p>Kelly Myers directed and implemented the National Tribal Gaming Commissioner/Regulators (NTGC/R) Certified Gaming Commissioner Academy that is currently used to certify numerous Gaming Commissioners throughout the US. Kelly played a key role</p>

	in the administration of the Cherokee Nation Gaming Commission by developing department budgets for regulation oversight of 11 casinos.
5	Create and review practice and procedure that occur before the Racing and Gaming Commissioners. Bidder describe experience.
	<p>Bidder Response:</p> <p>Mr. Mullally was responsible for creating the administrative practices and procedures for the Missouri Gaming Commission in 1993, most of which continue to be in place today. Since 2006, he has played a key consultancy role for the formulation of administrative practices for nearly every new gaming regulatory agency in the U.S. and many overseas. Those consultancies are referenced elsewhere in this document and will not be repeated here in the interest of brevity.</p>
6	Appear before the Commissioners at a public hearing to assist with the introduction of the rules and regulations and Commission policies. Bidder describe experience.
	<p>Bidder Response:</p> <p>Mr. Mullally has been working with state legislators since his days as a staffer for Missouri State Senator Harry Wiggins from 1981-1993. Since then, he has appeared in dozens of legislative forums both as a public official and as Senior Director of Government Relations for GLI.</p> <p>Mike Robbins has also appeared in many public rulemaking hearings and is a featured speaker at the upcoming North American Gaming Regulators Association Conference.</p> <p>Kelly Myers, served as the Chair of the Oklahoma Tribal Regulators Association for 7 years and has represented gaming regulators' interests in numerous public forums. She is a gifted public speaker and accomplished problem solver.</p> <p>Christos Karountzos, has worked with industry stakeholders on many contentious issues during his time as a regulator and has represented the industry as well, giving him a broad understanding of how the industry views regulation.</p> <p>This combined experience provides the GLI team with unique skills and a seasoned demeanor that will ensure NGC is represented in a dignified, informed and professional manner in all interactions with public officials and industry stakeholders.</p>
7	Bidder describe experience working with state figures and legislative personnel.
	<p>Bidder Response:</p> <p>Kevin Mullally has 40 years of experience working with public officials and their staffs. He has a broad perspective having served as a legislative staff, state agency lobbyist, state agency Executive Director, and finally as a legislative consultant and subject matter expert (GLI does not take a position on legislative issues but always appears as a neutral, subject matter expert to maintain its independent status).</p>

SECTIONS II-IV TERMS AND CONDITIONS, CONTRACTOR DUTIES, PAYMENT

II. TERMS AND CONDITIONS

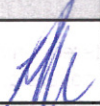
Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

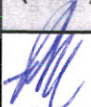
1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal and Addenda,
 - b. Amendments to the Request for Proposal,
 - c. Questions and Answers,
 - d. Bidder's proposal (Request for Proposal and properly submitted documents),
 - e. The executed Contract and Addendum One to Contract, if applicable; and,
 - f. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

2. Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document:
 - a. Amendment to the executed Contract with the most recent dated amendment having the highest priority,
 - b. Addendum One to the executed Contract,
 - c. The executed Contract and any additional attached Addenda,
 - d. Amendments to Request for Proposal and any Questions and Answers,
 - e. The original Request for Proposal document and any Addenda, and
 - f. The Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, mailed, by U.S. Mail, postage prepaid, return receipt requested, or by email, to the parties. All notices, requests, or communications shall be deemed effective upon delivery or five calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. BUYER REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.


E. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.


*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.


J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

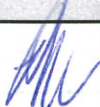
The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

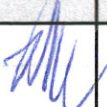
The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property

loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY (Optional)

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this Request for Proposal.

3. PERSONNEL


The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.


5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.


O. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.


The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.


Q. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.


R. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
 - g. Contractor intentionally discloses confidential information,
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract,

- 5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract.
- 6. Return or vacate any state owned real or personal property; and,
- 7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

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The contract may be terminated as follows:

- 1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- 2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days' written notice to the Contractor. Such termination shall not relieve the Contractor of a liability or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- 3. The State may terminate the contract immediately for the following reasons:
 - a. Directed to do so by statute.
 - b. Contractor has been assigned for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business.
 - c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court.
 - d. Fraud, misrepresentation, concealment, misfeasance, malfeasance, or legal contract containing performance under the contract by the Contractor, its employees, officers, directors, or subcontractors.
 - e. An involuntary proceeding has been commenced by any party against the Contractor under any one or provisions of Title 17 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days, or (ii) the Contractor has commenced either expressly or by operation of law, to the body of material for relief of (iii) the Contractor has been declared subject to a reorganization.
 - f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 17 of the United States Code.
 - g. Contractor intentionally discloses confidential information.
 - h. Contractor has or announces it will discontinue support or the delivery, and
 - i. In the event funding is no longer available.


8. CONTRACT CLOSURE

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- 1. Upon contract closure for any reason the Contractor shall within 90 days, unless stated otherwise herein:
 - a. Transfer all completed or partially completed deliverables to the State.
 - b. Transfer ownership and title to all completed or partially completed deliverables to the State.
 - c. Return to the State all information and data unless the Contractor is notified to keep the information and data by contract or by law. Contractor may retain one copy of any information or data as required to comply with applicable laws and for documentation standards or as are substantively retained in the course of Contractor's routine back up procedures.
 - d. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
3. Damages incurred by Contractor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).


If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

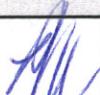
If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)


The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

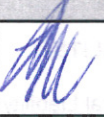
Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.


F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within six months of termination or expiration of the contract, the contractor shall obtain an extended discovery or

reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and six months following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$500,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager via email only, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State of Nebraska
 State Purchasing Bureau
 RFP#: 6539 Z1
 Attn: Dianna Gilliland
 1526 K Street, Suite 130
 Lincoln, NE 68508
Dianna.gilliland@nebraska.gov

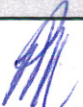
These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

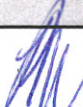
The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.


If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

N. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

O. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

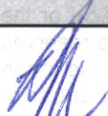
A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)


The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor’s equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

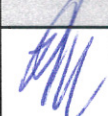
Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoicing will be set up with the Contractor after the contract is awarded. The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)


The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one and one-half (1.5%) percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



GLI[®] GAMING
LABORATORIES
INTERNATIONAL[®]

For public information purposes only; not part of contract.

**Request for Proposal Number 6539 Z1
Proposal Opening: June 7, 2021**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Gaming Laboratories International

1. File 3 of 3
 - a. Pages 15-37 – Financial Statements
 - b. Preliminarily Withhold – Remainder of proprietary file (bidder experience)

Response to:
State of Nebraska



Request for Proposal

RFP 6539 Z1

Gaming Consulting Services

Due Date:
June 7, 2021
2 P.M. Central Time

COST PROPOSAL

Submitted by:
Gaming Laboratories International, LLC

3. COST PROPOSAL

COST PROPOSAL

This summary shall present the total fixed price to perform all the requirements of the RFP. The bidder must include details in the State's Cost Proposal supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

**Cost Proposal
Request for Proposal Number 6539 Z1**

Bidder Name: Gaming Laboratories International, LLC

Please note: All prices, including but not limited to personnel, supervision, training, travel, administrative costs, materials, postage and handling, data collection

Deliverable		Initial Contract Eight Week Term	Optional Renewal One Four Week Term (if needed)
		Unit Cost	Unit Cost
1	<p>Review Rules and Regulations that have been created by Nebraska Gaming Commission staff. Part of this review would be to review the work product for clarity, grammar, authority, content and see that it complies with the Nebraska Gaming Act. The consultant would be working with Gaming Commission staff and Gaming interests in the state.</p> <p>a. Contractor to provide the Commission's Executive Director a weekly update of the work project until completed.</p> <p>b. Provide a final rules and regulations document formatted in a Word and PDF format.</p>	\$19,000.00	\$9,500.00
2	<p>Review and create Nebraska Gaming Commission minimum internal control standards (MICS).</p> <p>a. Provide a final MICS document formatted in a Word and PDF format.</p>	\$9,000.00	\$4,500.00
3	<p>Review and create policy and procedures of the Nebraska Gaming Commission.</p> <p>a. Provide a final policy and procedures document in a Word and PDF format.</p>	\$7,000.00	\$3,500.00
4	<p>Assist and review the organizational structure of the Nebraska Gaming Commission.</p> <p>a. Provide a report outlining suggestions for the organizational structure of the Commission.</p> <p>b. The final organizational structure report should be in Word and PDF format.</p>	\$5,000.00	\$2,500.00

5	Create and review practice and procedure that occur before the Racing and Gaming Commissioners. a. Provide a final practice and procedure document formatted in a Word and PDF format.	\$5,000.00	\$2,500.00
6	Appear before the Commissioners at a public hearing to assist with the introduction of the rules and regulations and Commission policies.	\$8,000.00	\$4,000.00
7	Experience working with state figures and legislative personnel.	\$6,000.00	\$3,000.00

Optional Services Labor Rates – Please list all Job Titles that could potentially be used on this contract where the State of Nebraska could be charged an Hourly Rate.

Description by Job Title	Initial Contract Eight Week Term	Optional Renewal One Four Week Term (if needed)
	Unit Cost	Unit Cost
Kevin Mullally, Senior Director of Government Relations & General Counsel	300.00 per hour	300.00 per hour
Mike Robbins	175.00 per hour	175.00 per hour
Kelly Myers	150.00 per hour	150.00 per hour
Christos Karountzos	150.00 per hour	150.00 per hour



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