



GLI

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Submitted via ShareFile

<https://nebraska.sharefile.com/r-rd22af545ea2c426ba3d50fe8334430f1>

May 8, 2023

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

RE: RFP # 6782 Z1 Request for Proposal for Racing and Gaming Consultant Services

Dear Ms. Gilliland:

Enclosed please find **Gaming Laboratories International, LLC's** (GLI) response to RFP # 6782 Z1 to provide Racing and Gaming Consultant Services to the State of Nebraska.

We offer expertise that spans more than 33 years in the gaming industry and includes assisting regulators with the drafting and reviewing 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 with which our clients request assistance.

We are a trusted advisor to over 480 jurisdictions worldwide. GLI's team is committed to continue 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.

GLI acknowledges receipt of Addendum One dated April 27, 2023, Addendum Two dated May 3, 2023, and Addendum Three dated May 3, 2023.

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, Procurement Director, at (732) 961-5031 or procurement@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

State of Nebraska RFP 6782 Z1

May 8, 2023

Page 2 of 2

I, Paul J. Magno, as Executive Vice President of Gaming Laboratories International, LLC, am legally able to commit the firm to enter into a contractual relationship with the State of Nebraska.

Thank you for the opportunity to provide this response.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul J. Magno". The signature is fluid and cursive, with the first name "Paul" and last name "Magno" clearly legible.

Paul J. Magno

Executive Vice President

Response to:
State of Nebraska



Request for Proposal

RFP 6782 Z1

Racing and Gaming Consultant Services

Due Date:

May 12, 2023
2 P.M. Central Time

TECHNICAL PROPOSAL

Submitted by:

Gaming Laboratories International, LLC

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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 bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

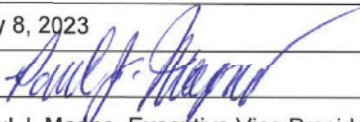
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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 Solicitation.

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 MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Gaming Laboratories International, LLC
COMPLETE ADDRESS:	600 Airport Road, Lakewood, NJ 08701
TELEPHONE NUMBER:	(732) 942-3999
FAX NUMBER:	(732) 719-1475
DATE:	May 8, 2023
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Paul J. Magno, Executive Vice President

FORM A – BIDDER PROPOSAL POINT OF CONTACT

Form A Bidder Proposal Point of Contact Request for Proposal Number 6782 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 bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

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

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder'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	
Bidder Name:	Gaming Laboratories International, LLC
Bidder Address:	600 Airport Road, Lakewood, NJ 08701
Contact Person & Title:	Steve May, Client Solutions Executive
E-mail Address:	s.may@gaminglabs.com
Telephone Number (Office):	859-684-2555
Telephone Number (Cellular):	859-684-2555
Fax Number:	732-719-1475

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.

Gaming Laboratories International, LLC's (GLI) company information is provided in **Table 1**:

Table 1: Company Information

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
Change of name and form of organization 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.

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 6782 Z1, GLI PROPRIETARY INFORMATION_File 3 of 3**.

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.

GLI confirms that no such condition exists.

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 bidder(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 bidder, 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 at 600 Airport Road, Lakewood, New Jersey 08701.

e) Relationships with the State

The bidder should describe any dealings with the State over the previous eight (8) 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.

GLI has entered into the following contracts with the State of Nebraska over the previous eight (8) years:

- Four-Day Training service on electronic gaming equipment and sports betting for the Nebraska Racing and Gaming Commission. The contract number is CS-20230202-7966, and the file number is CS-00-NRG-23-01.
- Gaming Consultant Services for the State of Nebraska, State Purchasing Bureau. The contract number is 96170 O4.
- Expert Witness Services Agreement with the Nebraska Department of Revenue, Charitable Gaming Division, effective February 18, 2019.
- Randomness Analysis of Origin Digital Draw Systems for the Nebraska Lottery. The contract number is RN-20190815-6188, and the file number is RN-169-SMP-19-01.

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 eight (8) years, 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.

GLI confirms that no such relationship exists or has existed.

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 or subcontract any employee of any agency of the State of Nebraska as of the due date of the proposal submission.

g) Contract Performance

If the bidder or any proposed subcontractor has had a contract terminated for default during the past eight (8) 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 bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past eight (8) 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 bidder in the past eight (8) years, so declare.

If at any time during the past eight (8) 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.

GLI has had no contracts terminated for default, convenience, non-performance, non-allocation of funds, or any other reason.

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 (3) 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 Contractor 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.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

This information which details similar, relevant work we performed for other clients is provided in the response file labeled **RFP 6782 Z1, GLI PROPRIETARY INFORMATION_File 3 of 3.**

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 will review the NREG's regulatory structure, practices, procedures, and techniques in an effort to advance the goals of the NREG and integrity of gaming in Nebraska.

Our process will involve meticulous attention to detail in the review 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 NREG 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

This process will include 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 review of legislation and regulation.

Our experience in crafting policy 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.

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 encourages the NREG 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. This will result in a carefully planned process, based on our decades of experience in developing gaming policy, that will produce 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 (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

Our team will be led by **Steve May**, Client Solutions Executive. Mr. May will lead this effort, relying on his experience **as the former Executive Director at the Minnesota Racing Commission and Director of Pari-Mutuel Wagering at the Kentucky Horse Racing Commission**. His experience and background complement the other highly qualified personnel proposed for this engagement.

Key personnel who will be assigned to this project are listed in **Figure 1**, with a summary of relevant skills and qualifications located in **Table 3**. GLI’s key personnel have been involved in many similar projects. Moreover, the GLI team offers a combined **100 years of gaming industry experience** and includes two (2) former regulators. Our team is skilled in regulatory organization, processes, gaming technology and risk control.

Figure 1: Key Personnel Organization Chart

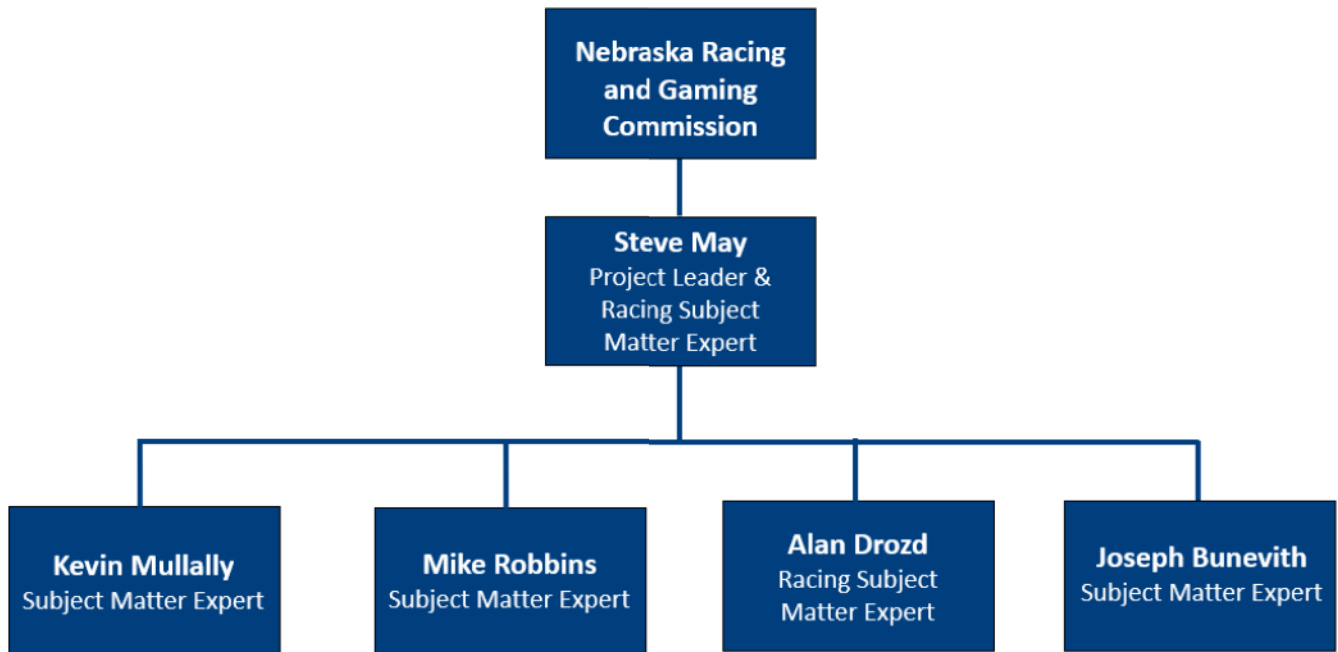


Table 3: Proposed Team Members

Name and Title	Skills and Qualifications
<p>Steve May, Client Solutions Executive</p> <p>Role: Project Leader and Racing Subject Matter Expert</p>	<ul style="list-style-type: none"> • With over thirteen (13) years of experience in the horse racing industry, Mr. May has a demonstrated history fostering relationships with regulators, gaming manufacturers, and racetrack/casino operators. As the former Executive Director at the Minnesota Racing Commission, he oversaw all regulatory aspects for oversight of all live horse racing and associated wagering activities, advance deposit wagering activities, and card casino operations at two pari-mutuel racetracks in the Twin Cities area. • Mr. May served four (4) years as the Director of Pari-Mutuel Wagering and Compliance for the Kentucky Horse Racing Commission, where he oversaw all aspects of wagering on live, simulcast, and historical horse racing, and was an integral part of an extensive rulemaking overhaul in Kentucky. • Mr. May spent over five (5) years of experience directly managing the model rules for the Association of Racing Commissioners International, where he helped coordinate horse racing regulatory efforts across North America and the Caribbean. • Mr. May is accredited by the Racing Officials Accreditation Program as both a harness racing official and a flat racing official.
<p>Kevin Mullaly, Senior Vice President of Government Relations and General Counsel</p> <p>Role: Subject Matter Expert</p>	<ul style="list-style-type: none"> • Mr. Mullaly 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. • Mr. Mullaly has experience as a senior regulator in Missouri and former Chief of Staff to the Missouri Senate Majority Leader. • Mr. Mullaly has forty (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). • Mr. Mullaly 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.

Name and Title	Skills and Qualifications
<p>Mike Robbins, Technical Compliance Specialist, Digital</p> <p>Role: Subject Matter Expert</p>	<ul style="list-style-type: none"> • Mr. Robbins has over fourteen (14) years of experience in the gaming industry and has become a solid resource in various technologies and regulations, including Sports/Event Wagering, Mobile and Interactive Gaming, eSports, and amusement. • Mr. Robbins has expansive knowledge on technical requirements and regulations from a global market perspective. • Mr. Robbins 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. • Mr. Robbins is a 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>Alan Drozd, Senior Manager of Engineering</p> <p>Role: Racing Subject Matter Expert</p>	<ul style="list-style-type: none"> • Mr. Drozd has over seventeen (17) years of experience in the gaming industry. • Mr. Drozd has a pivotal role in the development of testing methodologies for leading edge gaming technology and led the implementation of initiatives that have improved both the quality and efficiency of regulatory testing. • Mr. Drozd is a trusted technical resource for state and tribal regulators, often providing technical guidance on regulatory issues.
<p>Joseph Bunevith, Director of Client Solutions</p> <p>Role: Subject Matter Expert</p>	<ul style="list-style-type: none"> • Mr. Bunevith has over sixteen (16) years of experience in the gaming industry. • Mr. Bunevith’s experience includes aligning business strategies and objectives with established product development and operations management paradigms to achieve maximum operational impacts with minimum resource expenditures.

Resumes

Detailed resumes for each team member are provided in the following pages.



Steve May
Client Solutions Executive

Summary of Qualifications

Steve has substantial experience in the gaming industry, including in streamlining compliance functions combined with a strong understanding of gambling practices. He has a demonstrated history fostering relationships with regulators, gaming manufacturers, and racetrack/casino operators. His experience also includes building best-in-class operational compliance structure and process framework for organizational needs, as well as identifying proactive methods for improving effectiveness of processes and procedures. He is skilled in adhering to applicable standards and regulations for smooth execution of daily functions. He possesses a strong aptitude to implement robust technology solutions in support of risk mitigation and the business resilience program, and the ability to stay abreast of changes to federal/state laws and gaming regulations.

Professional Experience

Gaming Laboratories International, LLC

Client Solutions Executive

(May 2022 – Present)

Responsibilities include:

- Provides regulatory guidance and expertise in the Gaming and Racing industries.
- Building and maintaining business relationships with assigned GLI clients to negotiate and secure business and maintain relationships.
- Sales activities from lead generation through contract signing, and client post-service follow-ups for the achievement of customer satisfaction and revenue generation.
- Maintaining a strong understanding of gaming regulations, processes, and procedures
- Ensuring clients are provided professional, courteous, and timely support and service.

Minnesota Racing Commission

Executive Director

(April 2020 – April 2022)

- Managed a of team of up to 50 employees, including licensing, auditing, investigatory, and veterinary team members.
- Oversaw all regulatory aspects for oversight of all live horse racing and associated wagering activities, advance deposit wagering activities, and card casino operations at two pari-mutuel racetracks in the Twin Cities area.
- Guided the agency through the COVID-19 pandemic by coordinating efforts between the commission, the racetracks, and local/state health agencies to ensure compliance with emergency executive orders from the governor.
- Worked to improve auditing procedures for pari-mutuel wagering and card casino activities, develop improved standard operating procedures for routine commission activities, and enhance collaborative workflow processes to facilitate remote work during the COVID-19 pandemic.

Kentucky Horse Racing Commission

Director of Pari-Mutuel Wagering and Compliance

(April 2016 – April 2020)

- Focused primarily on the oversight of pari-mutuel wagering activities in the Commonwealth of Kentucky.
- Completed a full revamp of monthly pari-mutuel wagering and taxation reports, along with development and implementation of improved control protocols for historical horse racing program.

Conference and Meeting Speaking Engagements

- **2023 GLI Regulators Roundtable**
Panel Session Moderator – “Strange New Alliances – The Complex World of Sports Wagering Platform Partnerships”
- **2023 Midwest Gaming Investigators and Regulators Spring Meeting – Cripple Creek, Colorado**
Presentation – “Cryptographic algorithms and their use in gaming”
Presentation – “Pari-Mutuel Wagering Basic Principles for Gaming Investigators”
- **2023 University of Arizona Race Track Industry Program Guest Lecturer – Tucson, Arizona**
Guest Lecturer – “The Role of the Independent Testing Lab in Gaming Oversight”
- **2022 United States Trotting Association Continuing Education Program – Washington, Pennsylvania**
Presentation – “Pari-Mutuel Wagering Principles for Racing Officials”
- **2022 North American Gaming Regulators Association Annual Conference – Portland, Maine**
Panel Session Participant – “Understanding Historical Horse Racing: Issues Relating to the Implementation and Regulatory Oversight of HHR”
- **2019 ARCI Pari-Mutuel Auditors Meeting – Oklahoma City, Oklahoma**
Presenter - “What Racing Regulators Need to Know About Historical Horse Racing”
- **2016 Thoroughbred Racing Associations’ Simulcast Conference – New Orleans, LA**
Panel Discussion Participant – “Coupled vs Uncoupled Entries and Their Effect on Purse and Pool Size”

Awards and Accomplishments

- 2009 Race Track Industry Program Distinguished Student Award
- 2008-2010 Race Track Industry Program Scholarship Award Recipient
- 1999 Amarillo College Surgical Technology Scholarship Award Recipient
- 1997 Texas State Champion (Class A), Lincoln-Douglas Debate

Education

Master of Business Administration, Management Emphasis – West Texas A&M University

Graduated May 2018 (Canyon, Texas)

Graduated from the Paul and Virginia Engler College of Business at West Texas A&M University, an AACSB-accredited program, with a Master’s Degree in Business Administration in May, 2018. Courses included financial and managerial accounting, business analytics, corporate finance, microeconomic theory, leadership development, negotiation and conflict management, human resource management, and marketing.

Master of Animal Science – The University of Arizona

Graduated May 2010 (Tucson, Arizona)

Graduated with honors from the University of Arizona Race Track Industry Program, a specialized degree program established to engage students in all aspects of the pari-mutuel racing industry, including racetrack finance, race office management, racing regulation and enforcement, racetrack marketing, and racing industry media relations. The graduate curriculum provided an opportunity to further expand on that basic knowledge with courses such as graduate-level statistics, project management, gaming law, political science, and agribusiness finance. Completed internship with the United States Trotting Association in 2009.

Bachelor of Biological Science – The Ohio State University

Graduated June 2003 (Columbus, Ohio)

Graduated with a Bachelor of Biological Science degree from the second largest university in the United States, specializing in microbiology. Curriculum included a variety of courses in areas such as molecular virology, microbial diseases, bacterial genetics, and eukaryotic pathogenesis, along with general education requirements such as calculus, organic and inorganic chemistry, biochemistry, and physics. Program included a major focus on technical writing for academic journal submission.

Associates of Applied Science – Amarillo College

Graduated May 1999 (Amarillo, Texas)

Graduated with an Associate’s Degree in Applied Science from the Department of Surgical Technology. Completed basic general education requirements, including math, science, and computer courses, followed by classroom training on the essential functions required to be a surgical technologist. Completed two semesters of clinical training at four local hospitals in the Amarillo area, followed by an intense summer clinical rotation at Baptist St. Anthony’s Hospital and Northwest Texas Hospital in Amarillo, Texas.

Racing Officials Accreditation Program – The University of Louisville

Completed July 2016 and July 2018 (Louisville, Kentucky)

Completed the Racing Officials Accreditation Program for harness racing, which was hosted by the University of Louisville. Passed all sections of accreditation testing, and currently completing racing official work-date requirements for full accreditation for both Thoroughbred and Standardbred racing.

References

Contact	Address	Phone Number/Email
Andrew Offerman , Vice President & General Manager of Operations, New York Racing Administration	Aqueduct Racetrack, Belmont Park Jamaica, NY 11417	(763) 242-7343 asofferman@gmail.com
Jennifer Perkins , Vice President, Compliance, 1/ST Racing	901 S Federal Hwy Hallandale Beach, Florida 33009	(503) 347-3428 Jennifer_n_perkins@hotmail.com
Mary Scollay , DVM, Chief of Science, Horseracing Integrity & Welfare Unit	571 Anderson Road Georgetown, KY 40324	(859) 489-7677 scollayvet@aol.com
Doug Reed , Principal, Racing, Gaming, and Entertainment, LLC	2028 E Mabel St Tucson, AZ 85719	(732) 585-3254 dougreed27@gmail.com



Kevin P. Mullally, Esq.

Senior Vice President of Government Relations and General Counsel

Qualifications

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 currently 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 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 (2001-2019) 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*. He was honored in 2022 at the Vixio Global Gaming Compliance Awards as the Regulatory Affairs/Government Relations Executive of the Year.

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

Organizations and Memberships

- National Center for Responsible Gaming Board of Directors
- National Council for Problem Gambling (NCPG)
- Chairman, NCPG Standards, Policy, Regulation Interest Group Committee
- International Association of Gaming Advisors Board of Trustees

References

Contact	Address	Phone Number/Email
Charles Moore , Executive Director, Wyoming Gaming Commission	Energy II Building, 951 Werner Court, Suite 335, Casper, WY 82601	(307) 265-4015 charles.moore@wyo.gov
Larry Eliason , former Executive Director, South Dakota Commission on Gaming	445 East Capitol Avenue Pierre, SD 57501	(605) 280-2309
Stephen Martino , Senior Vice President & Chief Compliance Officer, MGM Resorts International	6770 Edmond Street, Las Vegas, NV 89118	(702) 692-6222 smartino@mgmresorts.com



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.

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

References

Contact	Address	Phone Number/Email
Charles Moore , Executive Director, Wyoming Gaming Commission	Energy II Building, 951 Werner Court, Suite 335, Casper, WY 82601	(307) 265-4015 charles.moore@wyo.gov
Katrina Jagroop-Gomes , Chief Information Officer, Massachusetts Gaming Commission	101 Federal Street, 12 th Floor, Boston, Massachusetts 02110	617-979-8457 Katrina.jagroop-gomes@state.ma.us
Susan Christian , Executive Secretary, South Dakota Commission on Gaming	445 East Capitol Avenue, Pierre, SD 57501	605-773-6051 susan.christian@state.sd.us



Alan R. Drozd

Senior Manager of Engineering

Summary of Qualifications

Alan Drozd has over seventeen (17) years of experience in the gaming industry as an engineering lead and technical project manager. Since joining GLI in 2006, he has been the primary technical liaison for multiple suppliers in both the Class II and Class III gaming space - helping them achieve their goals of offering a well-tested and compliant product in a timely fashion. Alan plays a pivotal role in the development of testing methodologies for leading edge gaming technology and led the implementation of initiatives that have improved both the quality and efficiency of regulatory testing. He has become a trusted technical resource for state and tribal regulators, often providing technical guidance on regulatory issues and detailed descriptions of the products tested by the lab. Alan also has extensive experience testing Historical Horse Racing (HHR) gaming machines.

Alan graduated Stevens Institute of Technology with a Bachelor of Engineering in Computer Engineering. After beginning his career at GLI as a test engineer, he rose to Senior Engineer and eventually was promoted to Technical Group Manager and then Senior Manager of Engineering. He has been awarded the designation of Certified Tester, Advanced Level Test Manager (CTAL-TM) by the American Software Testing Qualifications Board (ASTQB) and has significant professional training in the areas of project management, advanced software testing, and test management.

Professional Experience

Gaming Laboratories International, LLC

Senior Manager of Engineering

(Jan 2018 – Present)

- Provides technical direction and leadership to Engineering Department personnel in performing regulatory compliance and quality testing of complex wagering systems and gaming device hardware and software.
- Directly interface with gaming equipment suppliers and regulatory agencies to build partnerships and resolve technical issues.

Technical Group Manager

(Oct 2014 – Jan 2018)

- Managed projects and a team of people while acting as the lead support for technical communication with suppliers and manufactures.
- Responsible for the communication and support of external clients, assisting with external communication on topics of a technical nature.

Senior Engineer

(Jan 2010 – Oct 2014)

- Supervised and mentored a small team of test engineers, including project management, final technical project reviews, and engineer development and training.
- Planned, supervised, and executed gaming device and system compliance testing using source code review and various test methods.
- Developed and adapted test cases for new technology against various technical standards.

Test Engineer II

(Dec 2007 – Jan 2010)

- Maintained a working knowledge of the regulatory requirements, technology of products and the way in which products are used, operated and delivered for new or complex products commonly tested in the group.
- Accurately predicted how an application will perform based on review of intermediate level source code
- Performed an intermediate level source code compared, accurately predicts the impact of the modifications and writes test script based on modifications.
- Reviewed issues in the bug tracking system (JIRA) and makes the appropriate corrections.

Test Engineer I

(Jan 2006 – Dec 2007)

- Tested and analyzed hardware and software of casino gaming devices to ensure compliance with regulatory requirements.
- Maintained a working knowledge of the regulatory requirements, technology of products and the way in which gaming products are used, operated and delivered.
- Provided detailed feedback to gaming equipment manufacturers on deficiencies and issues discovered during the testing process.
- Documented bug and issue reports to track software deficiencies and deviations from expected test outcomes.
- Ensured the submitted game math was accurately represented in the game design.

Education

- **Computer Engineering**, Bachelor of Engineering, Stevens Institute of Technology

References

Contact	Address	Phone Number/Email
Waqas Ahmed , Director of Pari-Mutuel Wagering, Kentucky Horse Racing Commission	4063 Iron Works Pike Lexington, Kentucky 40511	(859) 246-2040 waqas.ahmed@ky.gov
Charles Moore , Executive Director, Wyoming Gaming Commission	Energy II Building, 951 Werner Court Suite 335, Casper, WY 82601	(307) 265-4015 charles.moore@wyo.gov
Lindsey Peck , Vice President of Compliance & Government Relations, Epic Tech, LLC dba Aurify	3970 Johns Creek Ct, Suite 100 Suwanee, GA 30024	702-715-2221 lpeck@epictechllc.com



Joe Bunevith
Director of Client Solutions

Summary of Qualifications

Joe Bunevith holds a Civil Engineering degree from the University of Massachusetts Dartmouth, Dartmouth, Massachusetts. Joe has extensive experience in developing fantasy sports online game platforms. He has proven talent for aligning business strategy and objectives with established product development and operations management paradigms to achieve maximum operational impacts with minimum resource expenditures. Joe is an exceptionally dedicated professional with keen interpersonal, communication, and organizational skills, as well as quality assurance, deadline management, and budget management expertise. Joe has over 15 years of product management and operations management experience. He is recognized for demonstrating a natural aptitude for overseeing all stages of the product development lifecycle.

Employment History

Gaming Laboratories International, LLC

Director of Client Solutions

(Mar 2021 – Present)

- Wrote, edited, discussed, and consulted for sports betting rules and technical requirements for several emerging markets and jurisdictions in sports wagering and skill-games.
- Contributor to the GLI Standards Series for iGaming (GLI-19), Sports Wagering (GLI-33), and GLI Change Management Program Guide.
- Contributed to marketing strategy, content, and direction, including written articles, videos, and interviews "What COVID Changed," Illumination Questions, Yogonet Interview, "Is California Ready for Sports Betting?," "iGaming, The Natural Step after Sports Betting." (pending publication.)
- Oversaw testing systems ensuring engineering processes and testing strategies mirror the technical standards for respective jurisdictions.
- Wrote and implemented standard operating procedures to onboard new clients seamlessly across sales teams.
- Consulted for clients looking to enter sports betting and iGaming markets, including suppliers, operators, and tribes.
- Taught sports betting and iGaming markets, operations, marketing, execution, and compliance during GLI University classrooms.
- Spoke on panels, workshop presentations, webinars, and conferences for several industry and regulator events.

Synergy Blue, Las Vegas, Nevada

Director of Interactive Gaming

(Feb 2020 – Mar 2021)

- Found, vetted, and hired remote gaming server contractor to build infrastructure
- Built product roadmap and technical requirements, as well as business plan with timelines and projections
- Documented the games and wrote QA requirements
- Guided UI/UX for mobile version development
- Researched and executed licensing process for Malta, UK, New Jersey, Pennsylvania and Michigan for online gaming
- Negotiated contracts, commercials, and technical requirements to align product distribution

Z4, Las Vegas, Nevada

Director of Product

(Jan 2017 – Feb 2020)

- Implemented a 470% increase in revenue YOY by conducting extensive analysis and changing game economics while simultaneously decreasing advertising spends by 40% through effective optimization of target demographics
- Oversaw the launch of the HD Poker product in Facebook App Center, Apple App Store, Google Play Store, and Steam Online Game Platform

- Directed the creation and development of the product roadmap, product definition, and optimization for multiple product development teams
- Administered all aspects of the entire product development cycle, including strategic planning, launching, optimization, marketing, and acquisition
- Handled the definition of quarterly KPIs and multi-year product vision for elements of product ownership, directly reporting to the CEO, CTO, and shareholders
- Orchestrated the establishment of domain expertise on the latest innovations in casino mobile games
- Charted the adjustment of the user acquisition strategy, budget, media, and plans through the utilization of key attribution analytics to drive higher KPIs
- Conducted the optimization of user flows, removed friction points, and charted the creation of a new feature roadmap by evaluating and analyzing results from business and marketing intelligence

SportAD (Sports Analytics & Data), Las Vegas, Nevada

Chief Operating Officer, Product Owner

(July 2015 – Feb 2017)

- Directed software integration of FastFantasy game into ResortsCasino.com and fastpick.com which are on NYX OGS and FSB platforms respectively (go live July 2017)
- Charted the creation of and oversaw the development of mission statement and company values
- Administered all day-to-day operations of development, marketing, and customer service
- Oversaw the scoping, planning, and development of fantasy sports analytics and risk-managed platform
- Orchestrated the design of UX and UI of the mobile application (iOS and Android)
- Piloted the development of A/B testing during beta versions of mobile and desktop applications
- Navigated the creation and administration of the Apple developer account, Google Play account, including supervision and reporting of key analytics
- Drove the improvement and implementation of new practices and policies to streamline operations
- Conducted in-depth analysis of user testing and feedback, leading to vast improvements to user experience
- Navigated the negotiation of major third-party contracts which developed into key partnerships
- Administered integration into third-party platforms for desktop and responsive mobile web

BetAmerica, San Francisco, California

Director of Fantasy Games Product

(May 2012 – July 2015)

- Administered the development of and brought a viable daily fantasy sports product to market
- Served as the principal developer of all wireframes, specifications, and flow documents for every daily fantasy contest, page, and function
- Charted the development and optimization of game/contest algorithms through effective A/B testing, user testing, and implementation of filtered user feedback
- Created formula using contest engagement analytics for management of guarantees to minimize overlay
- Conducted QA and user testing for every function of the product
- Handled the creation of the scope and roadmap for fantasy sports and fantasy horse racing products, including the integration of third-party data feeds
- Piloted the development of all facets of game monetization and executed the rake structures, entry amounts, guaranteed tournaments, and heads up contest plan
- Directed the development of branding, social media, and customer service plans
- Navigated the delivery of KPIs for business unit review and the quarterly business report
- Functioned as a conduit between marketing and tech team on all fantasy sports contest updates and changes
- Provided extensive assistance in the testing and integration of new payment systems like PayPal, NetTeller, and PayNearMe. Outlined user flow and product map of a fantasy games native mobile app.

DeucesCracked, Seattle, Washington

Founder, Chief Operating Officer, Director of Product

(Oct 2006 – Dec 2011)

- Efforts and operations led to a successful exit in 2015: FourCubed Acquires Popular Poker-Training Site DeucesCracked.com

- Oversaw all customer relations and service inquiries via email, forums, telephone, and social media
- Charted the creation and enhancement of brand recognition through personnel training, contractor commitments, and multimedia
- Orchestrated the staffing and administration of employees and personnel, resulting in one of the most highly respected and influential teams of educators in the online poker industry
- Directed and drove ROI through business development by creating high-touch programs
- Navigated the negotiation of the majority of all high-RIO business partnerships
- Piloted the development of the online poker affiliation program to \$300,000 monthly gross revenue within two years of launch through online, social, and traditional media
- Executed the creation of an underlying quality control model and standard operating procedures for all content production and daily operations
- Supervised the production and scheduling of all content, including over 2,500 published tutorial videos, while personally producing over 180 videos in a wide variety of formats and topics
- Shepherded a community of 75,000 registered users into numerous crowd-sourced educational experiences

Professional Affiliations & Industry Involvement

- Invitee EGR iGaming Executive Power Summit - 2016, 2017, 2018, 2019
- Panelist iGaming North America, "Daily Fantasy 2.0" – 2016
- Panelist Gaming Technology Forum, iGaming Track – 2014
- Attended Fantasy Sports Trade Association conference - 2012 to 2016
- Attended iGaming North America - 2012 to 2016
- Attended GIGse San Francisco - 2012 to 2016
- Wrote an article for iGaming North America published in June/July 2013 issue
- London Affiliate Conference speaker: "How To Make More Money From Your Existing Customers", 2009-2011
- Attended SXSW Interactive – 2006 – 2011
- Featured as an industry expert on the TwoPlusTwo.com PokerCast Episodes 69, 169, 213

Technical Expertise

- **Analytics Platform:** Google Analytics, MixPanel, Tableau, DataDog, Cacti, and familiar with Python and R
- **Web Application Proficiency:** Jira, Confluence, Slack, Bitbucket, GitHub, Google Docs, Aha, Monday.com
- **Attribution and User Acquisition:** Google Ads, FB Ad Manager, Bracnh.io, Firebase, Apple Search Ads, AppsFlyer, Adjust-SDK
- **Software Proficiency:** Excel, Word, OmniGraffle Professional, Balsamiq, PowerPoint, KeyNote, Screenflow, Audacity, Camtasia, Audio HiJack, SimpleMovieX, Call Recorder

Awards and Honors SportAD (FastFantasy) – 2018 EGR Award for Best New Game

Education University of Massachusetts Dartmouth – Dartmouth, Massachusetts, Civil Engineering

References

Contact	Address	Phone Number/Email
Charles Moore , Executive Director, Wyoming Gaming Commission	Energy II Building, 951 Werner Court, Suite 335, Casper, WY 82601	(307) 265-4015 charles.moore@wyo.gov
Katrina Jagroop-Gomes , Chief Information Officer, Massachusetts Gaming Commission	101 Federal Street, 12 th Floor, Boston, Massachusetts 02110	617-979-8457 Katrina.jagroop-gomes@state.ma.us
Jeff Ifrah , Founding Member, Ifrah Law	717 Pennsylvania Avenue, NW, Suite 650, Washington, DC 20006	Office: (202) 524-4142 Cell: (202) 286-2111 jeff@ifrahlaw.com

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 bidder 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 and Gaming Commission. Services are needed will be updating current rules and regulation, policies, minimal internal controls. Be able to provide customer support/regulatory compliance questions from the Commission on a twenty-four (24) hour per day, seven (7) days a week. Update the Commission on new trends and regulation occurring in other states. Assisting the Commission in the development of procedures for conducting Commission business and to support the Commission staff during Commission meetings. If rules and/or MICS needs to be updated will provide review, research, and analyze stakeholders' comments. Prepare written responses to stakeholders' comments for the Commission review and provide support during the comment and review process. Will provide support for any and all subjects not specially listed.

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

GLI understands the State of Nebraska, State Purchasing Bureau seeks the services of highly qualified personnel, including an Attorney, to assist the Nebraska Racing and Gaming Commission (NRGC) with updating their current rules, regulation, policies, minimal internal controls, and the organizational structure of the NRGC. GLI is able to assist the NRGC in this regard and provide support concerning regulatory compliance on a twenty-four (24) hour basis, seven (7) days a week.

GLI has provided consulting services to regulators since 1989. As an industry trusted partner to governments for over 33 years, GLI offers highly experienced subject matter experts (SMEs)—including an Attorney with significant knowledge of administrative law and rules and regulations. In fact, GLI is the only gaming consulting firm with experience in every aspect of gaming regulation that has an entire legal department.

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 NRGC 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.

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.

Meetings with Commission staff are estimated to be at least twice a month by virtual meetings.

The Gaming Commission has monthly meetings, and the consultant would be required to attend in-person, four meetings a year, on a quarterly basis.

GLI understands and agrees to this requirement. GLI will travel to the State of Nebraska for meetings as requested by the Commission Executive Director.

C. SCOPE OF WORK/DELIVERABLES

The following deliverable services, listed in completion order, are required by the consultant (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 internal control standards document formatted in a Word and PDF format.
3. Review and create policy and procedures of the Nebraska Gaming Commission minimum control standards (MICS) policy and procedures of the Nebraska Racing 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 necessary to address every aspect of this project. We collaborated with the NRGD during the development of their current regulations and, therefore, have a thorough understanding of the project requirements. We will also leverage our experience from similar projects we have conducted.

We have reviewed rules and regulations for agencies and experienced gaming regulators charged with overseeing the many areas of gaming. We are accustomed to adapting a specialized review style to fit the customs of the jurisdiction and to blend in with existing regulatory policy, practices and the procedures of the jurisdiction. We also have experience in assisting regulators with their organizational structure, as well as reviewing minimum internal control standards (MICS), policies, and procedures.

Our experience providing consulting services to regulators also includes presenting our work to our clients and related stakeholders. We have explained our work to public officials including Governor's offices, legislative oversight committees, parliaments, councils of ministers, community stakeholder organizations, and industry representatives.

D. TECHNICAL REQUIREMENTS

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

Please see **Attachment A – Technical Requirements** on page 29.

b) Proposed Development Approach

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.

GLI will work with the NRG to thoroughly review the current rules and regulations related to gaming and racing in Nebraska. We propose a multi-faceted approach to ensure the alignment of the NRG’s regulatory framework with the Nebraska Gaming Act.

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.

GLI will perform a comprehensive analysis of all legal requirements relating to the responsibilities of the NRG and review the work that has already been done by the staff. Throughout our analysis, special attention will be given to clarity, grammar, authority, and content of the rules and regulations needed to facilitate the NRG’s goals. During this process, we will provide weekly updates of the review to the Commission’s Executive Director. We will also create a checklist of necessary risk control components and a gap analysis.

2. Review and create Nebraska Gaming Commission minimum internal control standards (MICS).
 - a. Provide a final internal control standards document formatted in a Word and PDF format.

Our proposed personnel have extensive experience in reviewing MICS in a variety of environments and for different forms of gaming, and our familiarity with the original document will greatly assist in the development of additional policies and procedures. The review process for MICS is similar to the process for rules and regulations 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. The final MICS document will align with the regulatory structure and provide operational controls to ensure policy objectives can be met and measured.

3. Review and create policy and procedures of the Nebraska Gaming Commission minimum control standards (MICS) policy and procedures of the Nebraska Racing Commission.
 - a. Provide a final policy and procedures document in a Word and PDF format.

We will use our experience to align proven practices to the existing operational norms of the NRG as our proposed team reviews the NRG’s policies and procedures for the MICS. Our review will have a particular emphasis on actions that may be required to fill any gaps in the current regulatory structure, and the extent to which clarifications to the framework can be placed as part of license criteria and other contractual tools. Our advice will be backed by an understanding of Nebraska’s local customs and requirements, and also compared against the standards of the global gaming industry.

If approved by the NRG, 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 the NRG. This will allow the staff of the NRG 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.

c) Technical Considerations

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.

GLI will evaluate the existing organizational structure of the NRGC to determine if there are gaps that need to be filled in order for the NRGC to fulfill its responsibilities with regard to overseeing the gaming and racing activities of Nebraska. GLI's team has experience assisting regulators both as government employees and as consultants. Our recommendations will stay within the resource constraints that apply to government agencies and prioritize the areas with the highest risk or those which provide the most significant public benefit. If necessary, GLI will provide assistance with job descriptions, minimum qualifications, and scope of duties.

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.

GLI will create and review a practice and procedures document to present to the NRGC. Our team has direct experience performing these tasks. A couple of examples include the following:

- Steve May has expertise and experience in business processes and organizational structure and will play an integral role in accomplishing this portion of the work. Mr. May has worked in management at the Kentucky Horse Racing Commission and the Minnesota Racing Commission, and has earned a Master's in Business Administration with an emphasis in Management. All three of these experiences will provide Mr. May the knowledge to assist the NRGC in reviewing their practices and procedures.
- Kevin Mullally was part of a small team that built the Missouri Gaming Commission. 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 the NRGC to ensure the Commission operates with transparency and efficiency and adheres to the highest standards for ethics and accountability. We will work with the staff to create and review forms and procedures governing the Commission that adhere to Nebraska laws and customs.

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 has wide-ranging experience in presenting gaming policy and working with public officials and a broad array of stakeholders. Project lead **Steve May** has testified before the legislature in Kentucky and Minnesota, and led or participated in monthly agency meetings in both jurisdictions. Mr. May played an important role in a major regulations revision project in Kentucky, and in this role he was responsible for not only drafting the updated regulations but also meeting with commission members and working committees to explain the proposed revisions and seek input from the commission members.

Mike Robbins and **Joe Bunevith** also have extensive histories in testifying at regulatory agency meetings to provide input on rulemaking proposals. One notable example is in the Fall 2022-Spring 2023, when both participated in numerous meetings of the Massachusetts Gaming Commission as the agency was tasked with drafting and approving sports wagering regulations for the commonwealth.

Alan Drozd has appeared in public meetings and routinely works with public agency staff regarding complex racing and gaming matters.

Kevin 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 the Senior Vice President of Government Relations and General Counsel for GLI. **Mike Robbins** has also appeared in many public rulemaking hearings.

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

d) Detailed Project Work Plan

This information which details GLI's proposed work plan is provided in the response file labeled **RFP 6782 Z1, GLI PROPRIETARY INFORMATION_File 3 of 3.**

e) Deliverables and Due Dates

This information which details GLI's proposed deliverables and due dates is provided in the response file labeled **RFP 6782 Z1, GLI PROPRIETARY INFORMATION_File 3 of 3.**

ATTACHMENT A – TECHNICAL REQUIREMENTS

Attachment A Technical Requirements Request for Proposal Number 6782 Z1

Bidder Name: Gaming Laboratories International, LLC

For the following ten 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 Racing and Gaming Commission. A completed form must be submitted with the proposal response.

1	<p>Conduct a review and analysis of the Commission’s existing regulations and identify which of the Commission’s regulations require update to address evolving technologies and propose specific and substantive amendments to the identified regulations.</p> <p>The consultant would be working with Gaming Commission staff and Gaming interests in the state.</p> <p>Bidder describe experience below.</p> <p>Bidder Response:</p> <p>This information which details GLI’s experience is provided in the response file labeled RFP 6782 Z1, GLI PROPRIETARY INFORMATION_File 3 of 3.</p>
2	<p>Research and provide analysis of best practices from other jurisdictions as related to the development of new regulations and minimum internal control requirements.</p> <p>Bidder describe experience below.</p> <p>Bidder Response:</p> <p>This information which details GLI’s experience is provided in the response file labeled RFP 6782 Z1, GLI PROPRIETARY INFORMATION_File 3 of 3.</p>

3	<p>Provide a twenty-four (24) hours per day, seven (7) days per week, customer support/regulatory compliance contact for Commission staff.</p> <p>Bidder describe experience below.</p> <p>Bidder Response:</p> <p>Steve May, Client Solutions Executive, serves as your dedicated point of contact throughout the engagement to answer questions, lead continuous check ins, and ensure successful service delivery.</p> <p>At GLI we encourage open communication and a collaborative approach on all of our engagements. GLI's Customer First 365 initiative is a program to ensure that we are providing exceptional customer care in all aspects, every day. GLI is committed to devoting all necessary resources to perform all services to the NRG's satisfaction.</p> <p>We have a corporate commitment to quality and a culture of building long-lasting partnerships with our clients. It is incredibly important for us to maintain a high level of customer satisfaction throughout the course of any and all projects in which we are involved.</p> <p>In addition, GLI offers 24 x 7 technical compliance support via 1-888-GLI-REGS for Commission staff to reach dedicated personnel.</p>
4	<p>Assist and review the organizational structure of the Nebraska Racing and Gaming Commission.</p> <p>Provide a report outlining suggestions for the organizational structure of the Commission.</p> <p>Bidder describe experience below.</p> <p>Bidder Response:</p> <p>GLI has experience consulting on organizational structure, staffing levels, job descriptions and workflow. Our approach involves examining staffing levels at similar government agencies and developing a staffing structure consistent with current government practices. Our team has experience building regulatory staffs both as government employees and as consultants.</p> <p>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.</p> <p>In addition to drawing on our experience conducting this task for the State of Nebraska in 2022, our proposed team members offer the following experience:</p> <p>Steve May as the Director of Pari-Mutuel Wagering for the Kentucky Horse Racing Commission and the Executive Director for the Minnesota Racing Commission, and in both positions he was responsible for crafting and managing the structure of commission operations. Mr. May also has a Master's in Business Administration degree, with an emphasis in Management, that will be utilized to assist the NRG in reviewing their organizational structure.</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</p>

	<p>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>
5	<p>Serve as support for the Commission's audit and compliance staff.</p> <p>Bidder describe experience below.</p> <p>Bidder Response:</p> <p>Mike Robbins, Technical Compliance Specialist, will serve as primary support for the Commission's audit and compliance staff.</p> <p>Supporting Mike is GLI's Technical Compliance department which monitors all regulation changes worldwide and has the skillset and capacity to independently develop and maintain up-to-date technical standards and clearly explain the purpose and impact of the rules to clients.</p> <p>Technical Compliance staff serve as liaisons for regulators and other customers when field issues arise, or technical assistance is required. They are responsible for data collection and immediate notification to our customers regarding any gaming incident. GLI invests a significant amount of time and effort into the dedicated Technical Compliance team, the gaming industry's SMEs. They are constantly educating and researching technologies to remain knowledgeable and skilled to analyze and independently develop testing for new technologies.</p>
6	<p>Appear before the Commissioners at a public hearing to assist with issues related to regulating the racing and gaming industry.</p> <p>Bidder describe experience below.</p> <p>Bidder Response:</p> <p>Kevin 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>Steve May has worked as a division director and as the executive director for regulatory agencies in the past. In this role Steve presented racing and gaming information related to a variety of public policy matters, and prepared monthly reports to inform agency leaders and the general public to ensure transparency of agency decisions.</p> <p>Mike Robbins has also appeared in many public rulemaking hearings and is a featured speaker at a previous North American Gaming Regulators Association Conference.</p> <p>Alan Drozd has appeared in public meetings and routinely works with public agency staff regarding complex racing and gaming matters.</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	<p>Conduct or assist with analysis of new wagering proposals and “games of chance” as requested by the Commission.</p> <p>Bidder describe experience below.</p> <p>Bidder Response:</p> <p>Alan Drozd, Senior Engineering Manager, will serve as primary support to conduct or assist with analysis of new wagering proposal and “games of chance”. Alan has over 17 years of experience in the gaming industry as an engineering lead and technical project manager. He is the primary technical liaison for multiple suppliers in both the Class II and Class III gaming space.</p> <p>Steve May has regulatory experience reviewing regulatory requests for new gaming devices and the mathematics behind said requests. In reviewing these requests, Steve was responsible for performing a thorough analysis and preparing documentation to present to other agency employees and leaders for approval of the requests.</p>
8	<p>Perform forensic evaluation of seized, failed, and/or player-disputed electronic wagering equipment and systems.</p> <p>Bidder describe experience below.</p> <p>Bidder Response:</p> <p>GLI has been performing forensic investigations since our inception 33 years ago. Over the course of this time, GLI has performed numerous forensic investigations for gaming agencies within the United States and international markets.</p> <p>Regulators have confidence that a forensic investigation submitted to us will be handled in a detailed and professional manner and worked on by personnel who have extensive knowledge and experience with performing a forensic investigation.</p> <p>Our knowledge base and experience are two of the most important factors regulators cite in choosing us as their preferred forensic laboratory. GLI can confidently offer our forensic services for any gaming device certified by the lab, and given the number of certifications GLI has issued, that covers the majority of gaming devices in operation across the world.</p> <p>Our ability to provide forensic services begins before the regulatory body receives the certification letter. To accomplish this, GLI maintains a forensic procedure for every gaming device that is submitted to the lab for certification.</p> <p>GLI works with the respective supplier to gather all equipment and specific information needed to be able to perform a forensic analysis during the initial testing phase which is commonly referred to as a prototype submission.</p> <p>As such, regulators have the assurance that when GLI issues the certification, there is a forensic process that exists at the time the property places that product in service.</p> <p>We have the equipment and procedures already in place, allowing our forensic engineers to start testing as soon as they receive the forensic components. To the regulator, this means a quick and efficient response which can be used to effectively resolve the patron dispute.</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:
<i>MC</i>			

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda,
 - b. Amendments to the Request for Proposal,
 - c. Questions and Answers,
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums to the Contract.


These documents constitute the entirety of the contract.

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: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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:
			

Bidder 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; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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'S 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 bidder 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 (Nonnegotiable)

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. DISCOUNTS

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

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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


Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. 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.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first two initial years of the contract. Any request for a price increase subsequent to the first two initial years of the contract shall not exceed five percent (0.5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

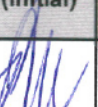
The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

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

I. 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*****

J. RECORD OF VENDOR PERFORMANCE


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

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.


L. 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.


M. 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 email to the contractor's point of contact with acknowledgement from the contractor, 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.


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

N. 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.

O. 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.

P. 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

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. 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. §§ 81-8,239.01 to 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 state law and accepts liability under this agreement only to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.


6. 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.

Q. 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.


R. 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.


S. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.


The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

T. 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") that was not foreseeable at the time the Contract was executed. 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.


U. 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.

V. 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, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, 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, in whole or in part, 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.

W. 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 Contractor, 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.

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 bidder'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 bidder'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 <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
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 (Nonnegotiable)


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 (6) 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 (6) 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 contactors' 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
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$500,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
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, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State of Nebraska
RFP # 6782 Z1
Dianna.gilliland@nebraska.gov

Nebraska State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508


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. 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.

I. 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.

J. STATE PROPERTY

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


The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

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. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

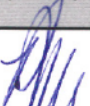
1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection P.3. (below) and such ICT is intended to be directly interacted with by the user or is public-facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

N. 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.

O. 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.

P. 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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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.

Q. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

IV. PAYMENT


A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[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 (Nonnegotiable)


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. 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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

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.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

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 (Nonnegotiable)

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 (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years 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 Nonnegotiable)

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[®]

Response to:
State of Nebraska



Request for Proposal

RFP 6782 Z1

Racing and Gaming Consultant Services

Due Date:

May 12, 2023
2 P.M. Central Time

COST PROPOSAL

Submitted by:

Gaming Laboratories International, LLC

**Cost Proposal
Request for Proposal Number 6782 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.

A completed Cost Proposal must be submitted with the proposal response.

	Deliverables	Initial Contract Year 1 Unit Cost	Initial Contract Year 2 Unit Cost	OPTIONAL RENEWAL PERIODS			
				Renewal 1 Year 3 Unit Cost	Renewal 1 Year 4 Unit Cost	Renewal 2 Year 5 Unit Cost	Renewal 2 Year 6 Unit Cost
				Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Conduct a review and analysis of the Commission's existing regulations and identify which of the Commission's regulations require update to address evolving technologies and propose specific and substantive amendments to the identified regulations. The consultant would be working with Gaming Commission staff and Gaming interest in the state.	\$30,000	\$30,000	\$31,500	\$33,000	\$34,500	\$36,000
2	Research and provide analysis of best practices from other jurisdictions as related to the development of new regulations and minimum internal control requirements.	\$26,000	\$26,000	\$27,300	\$28,600	\$29,900	\$31,200
3	Review and create policy and procedures of the Nebraska Gaming Commission minimum control standards (MICS) policy and procedures of the Nebraska Racing Commission.	\$26,000	\$26,000	\$27,300	\$28,600	\$29,900	\$31,200
4	Assist and review the organizational structure of the Nebraska Gaming Commission. Provide a report outlining suggestions for the organizational structure of the Commission.	\$10,000	\$10,000	\$10,500	\$11,000	\$11,500	\$12,000

	Deliverables	Initial Contract Year 1	Initial Contract Year 2	OPTIONAL RENEWAL PERIODS			
				Renewal 1 Year 3	Renewal 1 Year 4	Renewal 2 Year 5	Renewal 2 Year 6
		Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
5	Create and review practice and procedure that occur before the Racing and Gaming Commissioners.	\$10,000	\$10,000	\$10,500	\$11,000	\$11,500	\$12,000
6	Appear before the Commissioners at the public hearing to assist with issues related to regulating the racing and gaming industry.	\$14,000	\$14,000	\$14,700	\$15,400	\$16,100	\$16,800
7	Conduct or assist with analysis of new wagering proposals and "games of chance" as requested by the Commission.	\$12,000	\$12,000	\$12,600	\$13,200	\$13,800	\$14,400

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 Year 1	Initial Contract Year 2	OPTIONAL RENEWAL PERIODS			
			Renewal 1 Year 3	Renewal 1 Year 4	Renewal 2 Year 5	Renewal 2 Year 6
	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
Client Solutions Executive <i>Role: Project Leader and Racing SME</i>	\$165/hr	\$165/hr	\$173/hr	\$181/hr	\$189/hr	\$198/hr
Senior Vice President of Government Relations and General Counsel <i>Role: SME</i>	\$300/hr	\$300/hr	\$315/hr	\$330/hr	\$345/hr	\$360/hr
Technical Compliance Specialist, Digital <i>Role: SME</i>	\$175/hr	\$175/hr	\$183/hr	\$192/hr	\$201/hr	\$210/hr
Senior Manager of Engineering <i>Role: Racing SME</i>	\$165/hr	\$165/hr	\$173/hr	\$181/hr	\$189/hr	\$198/hr
Director of Client Solutions <i>Role: SME</i>	\$165/hr	\$165/hr	\$173/hr	\$181/hr	\$189/hr	\$198/hr



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For public information purposes only; not part of contract.

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Proposal Opening: May 12, 2023**

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

- 1. Gaming Laboratories International, LLC**
 - a. PROPRIETARY INFORMATION File 3 of 3**