

CSG



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EXECUTIVE DIRECTOR Charles R. McIntyre

66

March 7, 2024

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

The New Hampshire Lottery Commission (Lottery) requests authorization to enter into a contract with Spectrum Gaming Group FL, LLC of Horsham, Pennsylvania (vendor # 488926) to provide gaming consultant services to the State of New Hampshire Charitable Gaming Study Committee for an amount not to exceed \$88,800 commencing as of the date of approval by Governor & Council through December 1, 2024. Funds are available in New Hampshire Lottery Commission account as follows:

Consultants – Non Benefit - 06-083-083-830013-63890000-046-500464

**EXPLANATION**

The General Court recently enacted RSA 284:6-c creating a study commission to review recent changes to charitable gaming laws and to make findings and recommendations to the legislature related to the expansion of this gaming activity. The Charitable Gaming Study Committee (“Study Committee”) is administratively attached to the Lottery Commission to assist with ministerial tasks, including entering into contracts.

The Lottery released RFP 2023-01 for gaming consultant services on December 18, 2023, on behalf of the Study Committee. Three qualified companies submitted proposals for consideration and scoring. The Study Committee assigned Sen. Timothy Lang, Former Rep. Patrick Abrami and Lottery Executive Director Charles McIntyre as the scoring committee. After completing that process, the Study Committee identified Spectrum Gaming Group as the most qualified consultant for this assignment. Of note, Spectrum received the top score for both the substance of the submission and the price proposal. The final scoring of the RFP is detailed in the attached bid summary.



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301  
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

The proposed agreement will provide the Study Committee with an expert assessment of the current state of New Hampshire charitable gaming and compare the financial and regulatory structure with gaming environments around the country. This information will be invaluable to the Study Committee in completing their assigned legislative mandate.

Based on the foregoing, Lottery requests approval of this contract.

Respectfully submitted,



Charles R. McIntyre  
Executive Director

## BID SUMMARY

Proposer	Experience/Qualification (75 Points)	Cost (25 Points)	Cost in Dollars	Total Points
Spectrum Gaming	75 Points	25 Points	\$77,800 (Plus expenses)	100
The Innovation Group	60 Points	24 Points	\$80,000 (Plus expenses)	84
Convergence Strategy Group	55 Points	16 Points	\$123,300 (Plus expenses)	71

### Scoring Committee:

Former State Representative Patrick Abrami – Chair, Charitable Gaming Study Committee

Sen. Timothy Lang- Member, Charitable Gaming Study Committee

Charles McIntyre – Executive Director, New Hampshire Lottery Commission and Member,  
Charitable Gaming Study Committee

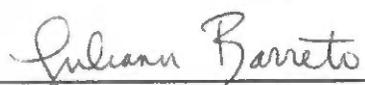
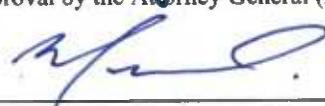
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Lottery Commission		1.2 State Agency Address 14 Integra Drive, Concord, NH 03101	
1.3 Contractor Name Spectrum Gaming Group FL, LLC		1.4 Contractor Address 200 Lakeside Drive, Suite 250 Horsham, PA 19044	
1.5 Contractor Phone Number 1-609-926-5100	1.6 Account Unit and Class 63890000-046-500464	1.7 Completion Date 12/1/2024	1.8 Price Limitation \$88,800
1.9 Contracting Officer for State Agency Charles R. McIntyre		1.10 State Agency Telephone Number 603-271-3391	
1.11 Contractor Signature  Date: 2/23/24		1.12 Name and Title of Contractor Signatory Juliann Barreto, Chief Operating Officer	
1.13 State Agency Signature  Date: 3/7/24		1.14 Name and Title of State Agency Signatory Charles R. McIntyre, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 03/12/2024			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor"), to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

#### 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

#### 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files,

formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved

to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

## **EXHIBIT A**

### **SPECIAL PROVISIONS**

#### **I. Contract Elements**

This Agreement consists of the following, which together with all amendments hereto, is hereafter referred to as the "Agreement":

- a. The State of New Hampshire P-37 Terms and Conditions with Exhibits;
- b. State of New Hampshire Charitable Gaming Study Committee RFP 2023-01 for Gaming Consultant Services and all addenda thereto; and
- c. Spectrum Gaming Group (Contractor) Response to RFP 2023-01 dated January 30, 2024.

In the event of a conflict in language between any of the above-mentioned documents, the language of the State of New Hampshire P-37 Terms and Conditions with Exhibits shall govern over all other documents and the language of the RFP and RFP Amendments shall govern over the Contractor's proposal.

## **EXHIBIT B**

### **SCOPE OF WORK**

The Scope of Work for this Agreement shall be as set forth in Section 3 of RFP 2023-01. Contractor shall brief members of the Study Committee up to three (3) times on the progress of their review and to answer questions and receive input from the Committee. Contractor will provide a detailed written report to the Study Committee no later than September 30, 2024, unless a later date is designated by the Committee.

## **EXHIBIT C**

### **PAYMENT TERMS**

Contractor shall be paid \$77,800 for the services set out in Exhibit B. In addition, Contractor may be reimbursed up to \$10,000 in reasonable expenses including travel, lodging, meals, and/or specialized data or services required to complete the work.

In no event shall the State be required to pay more than the price limitation set out in Section 1.8, even if the Contractor's expenses exceed the price limitation.

All invoices shall be submitted to the New Hampshire Lottery Commission and shall be payable 30 days after receipt.

Contractor Initials JB

**STATE OF NEW HAMPSHIRE  
CHARITABLE GAMING STUDY COMMITTEE**

**RFP 2023-01- GAMING CONSULTANT SERVICES**

**SECTION 1 – Overview and Schedule**

**A. Executive Summary**

The State of New Hampshire established a study commission to study the effects of changes made to the charitable gaming laws that enable and govern the activity known as charitable gaming, within New Hampshire. The Commission is comprised of:

- (1) Two members of the senate, appointed by the president of the senate.
- (2) Five members of the house of representatives, appointed by the speaker of the house of representatives.
- (3) The lottery executive director, or the executive director's designee.
- (4) One representative of the facility owners.
- (5) Two representatives of charitable gaming charities.
- (6) The attorney general, or the attorney general's designee.
- (7) One member of the public appointed by the Governor.

The enabling legislation is RSA 284:6-c, which contains in pertinent part, the focus of the study commission: the commission shall examine how charities are selected and whether a uniform process should exist; whether the state should implement a limit on the number of charitable gaming locations; and whether charging rent to the charities is necessary with historic horse racing. The commission shall bring together different stakeholders to address these questions, and ensure those involved in the process have a voice in the discussion that will result in recommendations benefitting all stakeholders. The commission also shall monitor the benefits of historical horse racing to charities to ascertain whether additional licenses for historical horse racing machines would increase or reduce revenues to charities. The commission shall examine whether host communities should share in proceeds of any charitable gaming establishment.

The commission is administratively tied to the New Hampshire Lottery but is an independent commission with the task of reporting its findings and any recommendations for proposed legislation to the president of the senate, the speaker of the house of representatives, the senate clerk, the house clerk, the governor, and the state library on or before November 1, 2024.

**B. Schedule**

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

<b>EVENT</b>	<b>DATE</b>	<b>LOCAL TIME</b>
RFP Released to Proposers (Advertisement)	December 18, 2023	
Proposer Inquiry Period Ends	January 8, 2024	4:00 PM
Final Agency Responses to Proposer Inquiries	January 16, 2024	
Proposers Submit Proposals	January 31, 2024	4:00 PM
Vendor Presentations	Week of February 12 <sup>th</sup> , 2024	
Estimated Notification of Selection and Begin Contract Negotiations	February 23, 2024	
Estimated Date of Approval of Final Contract/Work Begins	April 1, 2024	

**SECTION 2 -Description of Charitable Gaming**

Charitable Gaming in New Hampshire is a general term that encompasses a series of gaming products operated directly by a licensed non-profit entity or in partnership with a licensed non-profit entity. Charitable gaming products are as follows:

- Games of Chance- Poker and casino style table games which are operated by a private gaming company who contracts with a licensed charitable entity. Charities receive 35% of gross gaming revenue in exchange for contracting with the gaming operator. While charities are technically permitted to operate games of chance on their own, only operator-based games are currently present in New Hampshire.
- Historic Horse Racing(HHR) – A terminal-based game where players wager into a pari-mutuel pool and the determination of the wager is based on the results of anonymized previously run horse races. The game themes on these terminals are similar or identical to

traditional Class III slot machines and players may choose to “auto handicap” their selections which transforms the play into a similar player experience to a slot machine. HHR machines differ from slot machines in that the house is paid out of a commission off the top of the pool, player winnings are drawn out of a common player pool, and the absence of an RNG in determination of the outcome.

- Bingo- A charity operated game where players mark cards with numbers randomly selected by a caller to complete a pre-determined pattern. Charities must operate the game directly through organization officers and volunteers but are permitted to contract with licensed consultants to assist in managing these games.
- Lucky 7- A form of instant win tickets sold either as traditional pull tab tickets that are manually distributed or through an electronic dispenser. Charities and fraternal groups are permitted to sell Lucky 7 tickets directly through their officers and volunteers but are permitted to contract with licensed consultants to assist in managing these sales.

Charitable gaming products may be operated in New Hampshire by duly licensed gaming providers. These charitable gaming products may be operated in a gaming location by operators who are also operating at the location certain non-charitable gaming products which may include sports books betting, simulcast live horse racing betting, and betting on traditional lottery products. The operation of all charitable gaming products and all non-charitable gaming products is subject to applicable NH gaming statutes and rules as administered by the NH Lottery Commission. Current NH gaming law also includes provisions and funding relating to certain responsible gaming practices and plans and establishes a NH Council for Responsible Gaming to promote prevention and treatment relating to gambling disorders as an integral part of a responsible gaming environment within the state.

### **SECTION 3 – Proposed Scope of Work**

With the introduction of Historic Horse Racing machines to New Hampshire, an emphasis has been placed on analyzing if the state and the charities are receiving a fair and reasonable financial return for permitting the operators to conduct the activity in-state. Commensurate with the economic

analysis, the Commission would like a review conducted of the regulatory and operational structure of NH Charitable Gaming, to ensure that the activity is being conducted to the highest standards of gaming in the US.

Based on the foregoing, the study commission would like to contract with a consultant(s) to review two areas of charitable gaming within New Hampshire and compare them to other- gaming facilities within the United States: financial and oversight/regulatory. The report should include, at a minimum, the surrounding states and the HHR jurisdictions of Kentucky and Virginia. The consultant(s) will generate a report on each area, with ways for the state to improve the application of charitable gaming. It is expected that the consultant(s) will be able to conduct most work remotely and should expect to brief the members of the study commission up to three times, through electronic means, during the engagement.

#### **SECTION 4 – Process for Submitting a Proposal**

##### **A. Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received by the Study Committee no later than the time and date specified in the Schedule section herein. Proposals may be submitted by (U.S. Mail or delivery service, in person). Proposals must be addressed to:

**State of New Hampshire  
Charitable Gaming Study Committee c/o  
The New Hampshire Lottery Commission  
14 Integra Drive  
Concord NH 03301  
Attn: Charles McIntyre**

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**

## **RESPONSE TO RFP 2023-01**

### **Gaming Consultant Services**

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposer unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility.

All Proposals submitted in response to this RFP must consist of at least:

- a) One (1) original and Fifteen (15) clearly identified copies of the Proposal, including all required attachments;
- b) One (1) electronic copies of the Proposal, including all required attachments contained on digital media;
- c) One (1) electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 7E of this RFP.

### **B. Proposal Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact:

TO: Charles McIntyre (Charles.R.McIntyre@lottery.nh.gov)

CC: Kelly Crockett (Kelly.A.Crockett@lottery.nh.gov)

Inquiries must be received by the Agency's RFP Points of Contact no later than the conclusion of the Proposer Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the

conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the Agency's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above.

### **C. Restriction of Contact with Agency Employees**

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Agency regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Points of Contact. Proposers may be disqualified for violating this restriction on communications.

### **D. Validity of Proposal**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

## **SECTION 5 - Content and Requirements for a Proposal**

Proposals shall follow the following format and provide the required information set forth below:

### **1. Experience and Qualifications:**

Please detail your experience in assisting other entities, especially state governments, in providing similar services. It is preferable that the vendor has done this type of work for state governments. Please also include CV's for all of the people that will work on this engagement, as well as a profile of the firm.

**2. References:**

Please list at least three (3) references for similar work.

**3. Fees:**

Please list all fees and expenses expected in this engagement, including travel. Please also list whether this will be an hourly engagement or a fixed fee. If it is an hourly engagement, please estimate the number of hours required, and the hourly rate of the proposed people.

## **SECTION 6 – Evaluation of Proposals**

### **A. Criteria for Evaluation and Scoring**

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

Experience, Knowledge and Qualifications: 75 Points

Cost: 25 Points

If the Agency, determines to make an award, the Agency will issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should the Agency be unable to reach agreement with the selected Proposer during Contract discussions, the Agency may then undertake Contract discussions with the second preferred Proposer and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

### **B. Planned Evaluations**

The Agency plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Preliminary evaluation of the Proposals;
- Oral Presentations (if necessary);
- Final Evaluation of Proposals and scoring;
- Select the highest scoring Proposer and begin contract negotiation.

### **C. Initial Screening**

The Agency will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

### **D. Oral Presentations**

If the Agency determines that it is appropriate, proposers may be invited to in person demonstrations including demonstrations. The Agency retains the sole discretion to determine whether to conduct oral interviews, with which proposers; and the number of interviews. Proposers are advised that the Agency may decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews. The Agency may ask the Proposer to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals.

### **E. Final Scoring of Proposals**

Following review of Proposals, oral interviews, presentations, reference checks (if applicable/appropriate) and/or review of written clarifications of Proposals requested by the Agency, the evaluation team will determine a final score for each Proposal.

The Proposer's Price Proposal will be allocated a maximum potential score of 25 points. Proposers are advised that this is **not a low bid award** and that the scoring of the Price Proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Proposer.

The following formula will be used to assign points for costs:

$$\text{Proposer's Price Score} = \frac{\text{Lowest Proposed Price}}{\text{Proposer's Proposed Price}} \times \text{Number of Points for Score}$$

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Proposer who has scored above the minimum necessary for consideration on the Technical Score.

### **F. Final Selection**

The Agency will conduct a final selection based on the final score of the proposals.

## **G. Rights of the Agency in Accepting and Evaluating Proposals**

The Agency reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

## **SECTION 7 – Terms and Conditions Related to the RFP Process**

### **A. RFP Addendum**

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum/addenda to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

### **B. Non-Collusion**

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

### **C. Property of the Agency**

All material received in response to this RFP shall become the property of the State and will not be returned to the Proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

### **D. Confidentiality of a Proposal**

Unless necessary for the approval of a Contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.

### **E. Public Disclosure**

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a Contract. At the time of receipt of Proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a Contract to the Governor & Executive Council pursuant to this RFP, the Agency will post the name

and rank or score of each Proposer. In the event that the Contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the Contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this Request for Proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any Contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

If you believe any information being submitted in response to this Request for Proposal, Bid or Information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure.

Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the Contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers.

#### **F. Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

#### **G. Proposal Preparation Cost**

By submitting a Proposal, a Proposer agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

#### **H. Ethical Requirements**

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

#### **I. Challenges on Form or Process of the RFP**

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten(10) business days prior to the Proposal Submission Deadline. By submitting a Proposal, the Proposer is deemed to have waived any challenges to the form or procedures set forth in this RFP.

### **SECTION 8 – Contract Terms and Award**

#### **A. Non-Exclusive Contract**

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

#### **B. Award**

If the State decides to award a Contract as a result of this RFP process, any award is contingent upon approval of the Contract by the Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the Contract.

### **C. Standard Contract Terms**

The Agency will require the successful Proposer to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.

The Agency may consider modifications of this form during negotiations. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Proposer's exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

## **ANSWERS TO QUESTIONS FOR THE GAMING CONSULTANT RFP 2023-01**

Is the State of New Hampshire's Charitable Gaming Study Committee (the Committee) looking for an objective review of other jurisdictions' public financial policy and tax structure, or is the Committee looking for actual recommendations for updating financial public policy? *The Study Committee is looking for the former, but ideally would seek recommendations as to current NH financial policy.*

Is the Committee asking for the report to address all areas of Section III of RSA 284:6-c? *No, that is the purview of the Study Commission, we are asking for the report to render objective aide.*

Is it acceptable to bid only on a portion of the Scope of Work (e.g., only the oversight/regulatory review)? *It is preferred that Vendors bid on the entire Scope of Work.*

Would it be permissible to engage a subcontractor to partner with on this project? *Yes, but the contract responsibilities will be with the chosen vendor.*

Will the awarded company's participation preclude it from bidding and performing other services in the future such as testing, auditing or additional consulting work? *Not unless there is a direct conflict.*

May the Committee please provide Appendix A containing the Standard Terms and Conditions of the State of New Hampshire? *Please see attached*

Page 1, second paragraph reads, "the commission shall examine how charities are selected and whether a uniform process should exist". a. Is this included in the Scope of Work under this RFP? *It is not anticipated that would be part of the scope, that is more the purview of the policy makers of New Hampshire.*

Page 1, second paragraph reads, "whether the state should implement a limit on the number of charitable gaming locations." a. Is this included in the Scope of Work, under the "economic analysis" or "financial" components? *It is anticipated an analysis would be done by the vendor as to the size of the potential gaming market, specifically for charitable gaming/HHR machines, in NH*

Page 1, second paragraph reads, "ascertain whether additional licenses for historical horse racing machines would increase or reduce revenues to charities". a. Is this included in the Scope of Work, under the "economic analysis" or "financial" components? *Yes, this is similar to the above question as to the market size of NH.*

Page 3, SECTION 3 – Proposed Scope of Work reads, "an emphasis has been placed on analyzing if the state and the charities are receiving a fair and reasonable financial return for permitting the operators to conduct the activity in-state." a. Does the Study

Committee wish for a tax analysis to be conducted, with recommendations for potential tax increases? *The Study Commission is interested in an analysis to insure that the charities and the state are receiving an equitable amount of funds from the activity known as charitable gambling.*

Pages 3 & 4, SECTION 3 – Proposed Scope of Work refers to “the economic analysis”. a. Does the Study Committee wish for the economic analysis to include: a market study for all charitable gaming in the state, revenue projections for new or existing charitable gaming facilities, tax revenue forecasts, economic impact projections, recommendations on number of charitable gaming licenses statewide, and recommendations on locations for charitable gaming facilities statewide? *Each of these areas are within the scope of what the Study Commission would be interested in learning about.*

b. Does the Study Committee wish for the economic analysis to include: an analysis of potential revenues to charities, and recommendations for changes to existing payment structures? *The Study Commission is interested in an analysis to insure that the charities and the state are receiving an equitable amount from the activity known as charitable gambling.*

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Click or tap here to enter text.		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10: PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



**STATE OF NEW HAMPSHIRE  
RESPONSE TO RFP 2023-01  
Gaming Consultant Services**

*A Proposal by Spectrum Gaming Group*

January 30, 2024

COPY

200 Lakeside Drive, Suite 250  
Horsham, PA 19044 USA  
+1.609.926.5100  
spectrumgaming.com

## INTRODUCTION

Spectrum Gaming Group (“Spectrum,” “we” or “our”) recognizes that with the introduction of historical horse racing (“HHR”), New Hampshire has become a de facto casino gaming state, with prominent industry operators Churchill Downs Inc., Clairvest and Delaware North Companies among those entering the market. While these companies clearly recognize the opportunity to generate attractive returns to their stakeholders, it is evident from RFP 2023-01 that the State of New Hampshire wants to ensure that it is maximizing the benefit of charitable gaming to it and its stakeholders.

Spectrum is prepared to fulfill the scope and intent of the RFP by deploying its team of gaming regulatory and pari-mutuel/HHR experts to provide an independent, comprehensive report that provides the Charitable Gaming Study Commission (the “Commission”) with actionable research, analysis and recommendations.

### Project Approach

Spectrum will undertake a two-pronged approach for this study, beginning with a comprehensive interview (via video meeting) with the Commission to more fully understand its needs, challenges and vision:

1. **Financial:** We will estimate the total potential HHR market in New Hampshire, as measured by gross gaming revenue. This will include determining the addressable market, which is the share of the total available market likely to be captured by New Hampshire charitable casinos. Among factors that impact the addressable market area are out-of-state competing casino gaming operations. We will estimate the current market potential and develop estimates for the market going forward, and we will map the market potential by ZIP Code.

We will evaluate whether New Hampshire’s HHR facilities are – or in the near future are likely to be – performing to their potential. We will determine whether the HHR supply in New Hampshire is adequate to reach its potential, examining both the number and locations of facilities, as well as the numbers of HHR machines in operation. We will further benchmark New Hampshire’s HHR performance against the HHR and casino slot performance in competing and peer states, using daily win per machine, win per adult, and other industry metrics.

Another important aspect to the study is an evaluation of the financial relationships between the operators, the charities and the State. This will include comparing similar arrangements in neighboring states (to the extent relevant) and in other jurisdictions that have similar operating and oversight relationships, such as Iowa.

2. **Regulatory:** Spectrum will research and assess the regulatory structures for casino gaming in Maine, Massachusetts, Rhode Island and Connecticut – because they currently attract patrons from New Hampshire and/or have gaming facilities whose market-catchment areas overlap with those of New Hampshire HHR operators – to determine whether there are distinct competitive advantages resulting from their respective regulatory structures and oversight provisions.

Additionally, we will reesearch and assess key HHR regulations and laws in the prominent HHR states of Kentucky and Virginia and, of course, New Hampshire. Based on Spectrum’s knowledge of HHR in Alabama, Idaho, Kansas, Louisiana, Nebraska, Oregon and Wyoming, we do not believe there are *additional* regulatory/legal aspects beyond those in Kentucky and Virginia that are of relavance, or could be of use, to our assessment of HHR in New Hampshire.

Spectrum’s focus in both the relevant casino and HHR states will be on those regulations and laws that impact performance and returns to the host states and stakeholders. Based on this evaluation, Spectrum would recommend certain procedures and regulations governing charitable gaming to maximize revenue for the State and its charity stakeholders, without compromising the integrity of gaming.

### **Spectrum Contact Information**

Juliann Barreto  
Chief Operating Officer  
[jbarreto@spectrumgaming.com](mailto:jbarreto@spectrumgaming.com)  
Direct: 305.519.3121

Main Office:  
200 Lakeside Drive, Suite 250  
Horsham, PA 19044 USA  
609.926.5100

## SECTION 4

### VALDITY OF PROPSAL

Spectrum submits that this proposal is valid for one hundred and eighty (180) days following the deadline for submission of Proposals in the Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

## SECTION 5

### 1. EXPERIENCE AND QUALIFICATIONS

#### A. Experience Assisting Other Entities, Especially State Governments

Spectrum has unmatched experience serving state government entities with gaming regulatory and policy assessment and guidance, due diligence investigations, and market analysis. Following are brief descriptions of some of the public-sector projects we have completed across the country:

- The New York State Gaming Commission retained Spectrum to undertake a [comprehensive, statewide gaming study](#) that forecast the potential of casinos in New York City and digital sports betting, forecast the potential of existing gaming without expansion, assessed the current and prospective economic impacts of the gaming industry, provided recommendations on gaming-tax policy, examined the social impacts of expanded gaming, and recommended changes regarding the distribution of horse-racing revenue and live-racing requirements.

*"This report provides a valuable tool for the Commission and policy makers to use as discussions continue on the future of the gaming industry in New York. This report should assist with making sound fiscal decisions."*

– Brad Maione, Director of Communications, New York State Gaming Commission

- The North Carolina Education Lottery retained Spectrum to undertake a [comprehensive, statewide gaming market analysis and economic impact study](#) of current and potential new gaming in the state. We analyzed the potential for commercial casinos, sports betting, igaming, iлотtery, distributed gaming, and pari-mutuel racing. We further assessed the extent of unregulated gaming in the state.
- The State of Louisiana, through the Louisiana Department of Economic Development, in 2019 retained Spectrum to undertake a [comprehensive study](#) of the state's gaming industry, including how the industry could be improved, and what impacts increased gaming in other states might have on the industry in Louisiana. The study covered all forms of gaming in Louisiana, including casino, lottery, pari-mutuel and charitable, as well as a sports-betting market analysis.

*"I believe the document is thorough and comprehensive. Further, I think it provides policymakers with sound and reasonable recommendations, which, if implemented, will promote further economic development and address competitive disadvantages faced by the industry in Louisiana."*

– Ronnie Jones, then-Chairman, Louisiana Gaming Control Board

- The Florida Legislature retained Spectrum to complete a comprehensive [two-part study](#) designed to help lawmakers understand the economic, fiscal, and social impacts of any potential changes in Florida's gaming environment. The report provided both an educational component and complex economic-impact analyses of gaming expansion under 12 different scenarios.

*"Spectrum has extensive experience in providing independent studies of gaming in a variety of jurisdictions, including Massachusetts, Connecticut, Illinois, Kentucky, Louisiana, and Ohio."*

– Will Weatherford, then-Speaker, Florida House of Representatives

- The Washington State Gambling Commission retained Spectrum to conduct an [economic market study](#) of all regulated gaming in the state except lottery and horse racing. The study assessed the

quality of facilities, forecast gaming revenue for tribal casinos and commercial cardrooms, analyzed trends in other forms of gambling including bingo, pull tabs (commercial and charitable) and raffles, quantified the economic impacts of casinos and cardrooms, and assessed emerging industry trends.

- The Georgia Lottery Corporation retained Spectrum Gaming Group to provide [gross gaming revenue projections](#) that would illustrate the market potential for video lottery terminal casinos at various locations throughout the state.
- The Iowa Racing and Gaming Commission retained Spectrum in both [2021](#) and [2013](#) to complete comprehensive studies on the socioeconomic impacts of casino gambling in Iowa. In the 2021 study, we also estimated the impacts that authorized Nebraska casinos will have in Iowa as well as the impact of sports betting in Iowa casinos.
- The Governor of Massachusetts retained Spectrum to conduct a [comprehensive study](#) that examined the potential economic and social impact of three casino resorts in the state. This study examined a wide variety of areas, from projecting revenue and employment to suggesting strategies to maximize the benefit of gaming for restaurants and other small businesses. The report offered comprehensive analyses on several critical subjects, from crime to problem gambling. This engagement continued after the issuance of the report, as Spectrum worked with key legislators, including the Speaker of the House, in the drafting of legislation that became the governing statute for gaming in Massachusetts.

*“The administration ought to revive the proposal to reflect the findings in the independent analysis conducted by Spectrum Gaming.”*

– *Boston Herald editorial*

*“[The Spectrum study] provides each side with plenty of objective analysis to consider. ... The Spectrum study makes the essential point ... The study makes a powerful case ... The report issues another important warning ... The report’s authors know all the angles played by casino developers.”*

– *Boston Globe editorial*

- Massachusetts House Speaker Robert A. DeLeo retained Spectrum to update its economic-impact report and to advise the commonwealth in drafting legislation for the proposed expansion of gaming.
- Spectrum completed a detailed examination for the State of Connecticut of the social and economic impacts of all forms of gambling in the state, including casinos, lottery and pari-mutuel wagering. [The study](#) includes a 3,000-response survey of adults, and it examines such trends as migration patterns of adults into and out of Connecticut in counties that host casinos.

*“This [Spectrum] report should be required reading by every state official. ... [T]he report reads like a good investigative series, and takes a big-picture view.”*

– *Hartford Courant editorial*

- Spectrum played a critical role in helping the Massachusetts Gaming Commission to meet its obligations in licensing a new casino industry, with a slot parlor and destination resorts planned for different regions, subject to an intense competitive bidding process. Spectrum’s role included investigating the backgrounds of many applicants, and developing a [strategic plan](#) to help create the new agency.

*“Spectrum provided Massachusetts a strategic and operational plan. (Chairman Steven) Crosby called it ‘a big, fat plan that takes us from soup to nuts.’ ”*

– *Tampa Tribune*

- The State of Ohio hired Spectrum to provide myriad services, including a statewide and regional market analyses; analysis of gaming public policy; analysis of gaming-tax rates, capital investment and licensing fees; drafting of gaming regulations; due diligence investigations of license applicants and qualifiers; and developing the table of organization for the Casino Control Commission.

*“It was obvious to the evaluation team that ... Spectrum possessed unrivaled expertise in the nuts-and-bolts operations of regulating the casino industry.”*

– *Dan Kaman, then-legislative liaison and spokesman for the Ohio Department of Administrative Services (quoted in Columbus Dispatch)*

- The Maryland Lottery Commission retained Spectrum to conduct suitability background investigations for the entities and employees that apply for licenses for the state’s casinos. We investigated companies that applied for operator licenses, vendors and employees.
- The Puerto Rico Tourism Company Gaming Division, responding to gaming-expansion legislation, retained Spectrum to (a) draft regulations regarding the operation of slot machines at the commonwealth’s international airports and cruise ports and (b) draft regulations for the operation of internet gaming.
- The State of Delaware retained Spectrum to lead the implementation of table games in what had been a slots-only market. Spectrum’s expertise helped ensure that table games were implemented comprehensively and efficiently, while ensuring the maintenance of the public’s trust. In 2010, Spectrum was honored with a “Governor’s Team Excellence Award” certificate issued by Delaware Gov. Jack Markell for our work in helping to implement table games.
- Spectrum worked with the Taft law firm to assist the State of Maryland Sports Wagering Application Review Commission in its detailed review of all applicants for a sports wagering license.
- The West Virginia Lottery retained Spectrum to manage and implement the highly sensitive and complex task of implementing live table games on an expedited basis in a market that had previously authorized only slot machines. Spectrum oversaw all critical aspects of this task to ensure that table games were implemented in a manner that was comprehensive, timely and fair, and that the regulations were drafted to ensure that the rules protect the public interest, as well as the interests of the casino operators.
- The Tennessee Sports Wagering Advisory Council retained Spectrum to research and analyze how states treat the tax-deductibility of sports wagering promotional credits. We research and analyzed states’ different models for the gaming-tax treatment of promotional play, and state what Spectrum believes are the best practices in this regard; analyzed –and compared – the sports wagering operators’ monthly financial statements provided to SWAC to glean how they are determining the deductibility of promotional play; developed recommendations on how to standardize the reporting and calculation of adjusted gross income; and worked with SWAC to help clarify all relevant definitions and rules in a manner acceptable to all stakeholders, including licensees.
- The Indiana Gaming Commission in 2022 and 2023 engaged Spectrum to undertake a comprehensive study of internet casino gaming. The study included a gross gaming revenue forecast for igaming in Indiana and associated gaming-tax receipts, the impact of igaming on casino employment, demographic analysis of igaming players, case studies from other igaming states, the

impacts of igaming on other Indiana gaming sectors, and igaming policy considerations and best practices.

## B. Project Professionals

The following Spectrum executives and experts will be directly involved in this project. The project team will be assisted by support staff as needed.



### ◀ FREDRIC E. GUSHIN

PRESIDENT AND CEO

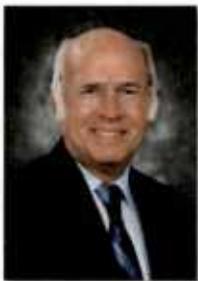
Fredric Gushin founded Spectrum Gaming Group in 1993 after working 13 years for the New Jersey Division of Gaming Enforcement (“DGE”), where he was promoted to Assistant Director and Assistant Attorney General. At the DGE, Gushin oversaw the openings of 12 Atlantic City casino hotels and managed civil and administrative litigation before the New Jersey Casino Control Commission. He personally argued more than 50 cases before the Commission.

Gushin has worked with a variety of private-sector and governmental clients since founding Spectrum. He has advised private casino developers on operational and management issues and provided gaming expertise to a number of gaming jurisdictions over the years. He also served as a commissioner with the Oneida Indian Nation Gaming Commission, which regulates the Turning Stone Resort Casino near Syracuse, NY.

Gushin has worked with private-sector clients throughout the United States, the Caribbean, South America, Asia and Europe on a wide range of issues. At the DGE, he oversaw all compliance-related issues regarding New Jersey’s multibillion-dollar gaming industry, including security and surveillance, development and compliance with accounting and internal control procedures, and development of emergency plans to respond to incidents occurring in casino.

With Spectrum, Gushin has led engagements evaluating casino operations for compliance for private-sector and governmental clients.

Gushin earned his bachelor’s degree from the American University School of Government and Public Administration in 1970, his Juris Doctorate from Rutgers University in 1973, and his master’s degree from American University in 1979.



### ◀ STEVEN M. INGIS

GENERAL COUNSEL & VICE PRESIDENT, LEGAL AND REGULATORY SERVICES

Steven M. Ingis is an attorney with 36 years of experience in casino gaming regulation. During his tenure with Spectrum, Ingis has been the supervising attorney for investigative services on behalf of casino regulatory agencies in Ohio, Massachusetts, Maryland, Maine, Jamaica, the Virgin Islands and Puerto Rico. He has testified before legislative bodies in Pennsylvania and New Hampshire regarding casino gaming regulatory issues. Ingis also assisted in the drafting of table games

legislation in Delaware and the promulgation of regulations for the Ohio Casino Control Commission. In addition, he recently assisted in drafting the enabling legislation implementing casino gaming in Bermuda and proposed regulations for Massachusetts’ fledgling casino gaming industry.

Prior to joining Spectrum, he was employed by the New Jersey Casino Control Commission from 1982 until retiring in September 2008. As Assistant General Counsel for the Commission, Ingis managed the

Licensing Unit in the Office of the General Counsel and was responsible for all casino employee and entity licensing matters.

Ingis advised the Commission in many of its most notable licensing matters and represented the Commission in numerous court cases, including the 2007 denial of Tropicana Casino Hotel’s license renewal application. In this regard, he successfully argued the appeal from the Commission’s decision in the New Jersey Appellate Division.

Prior to joining the Casino Control Commission, Ingis served as an Assistant Prosecutor in Morris County (NJ) and a Deputy Attorney General in the New Jersey Division of Criminal Justice, in addition to being employed in private practice.

Ingis earned a bachelor’s degree in History with honors from Stony Brook University and a law degree from New York University.



◀ **JOSEPH WEINERT**

EXECUTIVE VICE PRESIDENT

Joe Weinert, a native of Keene, NH, has been analyzing the gaming industry since 1996. At Spectrum, he is a project director and researcher for studies for private-sector and public-sector clients worldwide. He has directed numerous large-scale projects throughout North America, as well as in Czechia, Russia, Slovakia, Spain and the United Kingdom.

Weinert works on a broad range of projects, including market analyses, feasibility studies, economic-impact studies, reasonableness analyses, litigation support, strategic planning, and regulatory services among other areas.

Weinert came to Spectrum after 18 years at *The Press of Atlantic City*, where for his last eight years he was the reporter for the newspaper’s intensive coverage of the casino industry. He has been a panelist, presenter or moderator at more than 75 professional conferences worldwide, and he has been quoted in prominent media outlets, including *The Wall Street Journal*, *Financial Times*, *Barron’s*, *Forbes*, *New York Times*, *Washington Post*, *USA Today* and CNN, among many others. He has been published in *Casino Executive*, *Casino Journal*, *Gaming Industry Observer*, *Gaming Law Review*, *International Gaming and Wagering Business*, and the *Las Vegas Review-Journal*. In addition, he has testified or presented before governmental bodies in Florida, Illinois, Iowa, Louisiana, Massachusetts, New Jersey, Pennsylvania, and Washington, and he has served as an expert witness in Puerto Rico.

Weinert graduated from Ohio Wesleyan University with a bachelor’s degree in Journalism.



◀ **MATTHEW ROOB**

SENIOR VICE PRESIDENT, FINANCIAL ANALYSIS

Matthew Roob joined Spectrum after seven years at Seneca Gaming Corp., where he most recently served as Executive Director of Financial Planning and Analysis. At Seneca, he worked with the executive team in overseeing three successful casinos in Western New York.

Roob is a strategic and financial analyst experienced in financial markets and management consulting. He applies his experience to Spectrum engagements that include gaming market analysis, feasibility study, strategic planning, development consulting, sports betting analysis, and related analysis.

Roob's experience in casino development and other gaming jurisdictions began in 1995, when he worked with Casino Magic, Ameristar and Isle of Capri on developments in the Southeast and Midwest. His work for these clients led him to KPMG, where he was focused on casino valuation and development. Roob led a team to value Alliance Gaming's casino operations in Mississippi and Nevada for a possible sale. The result of the valuation encouraged Alliance to continue to operate the properties and more fully develop them for many years prior to the sale.

Roob's first casino-company experience came in 1998, when he left public consulting to become the Manager of Planning & Analysis for the riverboat casino operator Empress Entertainment. As the internal consultant for the ownership group, Roob was active in evaluating the market potential for placing slots at the Woodlands Raceway in Kansas City, KS, and developing the valuation and the bid for a riverboat in Missouri. He also evaluated Empress' competition and marketing strategies helping shape the plan that raised EBITDA and led to the eventual sale of Empress to Horseshoe Gaming.

At Merit Management, Roob worked in casino development and operating consulting. He developed economic impact models, market cannibalization models, and the financial models for casinos in Vicksburg, MS, and French Lick, IN. His domestic casino work ranges from developing a valuation and operating plan for a casino cruise line in Florida to market analyses of Cripple Creek and Black Hawk, CO, as well as work with cardrooms and tribal casinos in Washington State.

While his primary responsibilities with Seneca Gaming were overseeing the budget process and the analytics of the gaming, hospitality and marketing programs, the Nation was interested in expanding its operations, and fending off competitors. He again stepped into casino development and market evaluation mode. The Nation expanded its Buffalo Creek Casino from 457 slots and a snack bar to a full casino with 1,100 slots, 30 tables, three restaurants and a sports bar. Balancing sizing of the new project to maximize the market without eroding the Seneca Niagara Falls Casino was the prime challenge. The project has expanded the overall market without impairing the Niagara Falls operation.

In this development analytics role, Roob was also responsible for developing the financial model for a fourth tribal casino in the Rochester suburb of Henrietta, NY, which included identifying the level of penetration by existing operators and the underserved nature of the market, producing a detailed five-year financial model, and presenting the economic impact and employment estimates to the Henrietta City Council.

Roob earned an MBA from the University of Chicago and bachelor's degrees in Economics and History from Kenyon College.



◀ DOUG REED

SENIOR PARI-MUTUEL ASSOCIATE

Doug Reed is a renowned authority on the horse racing industry, and he is also active in the evolution of the racino and historical horse racing ("HHR") industries. He is Director Emeritus of the University of Arizona Race Track Industry Program ("RTIP") and has extensive experience as a racing official, track executive, and racing and gaming industry consultant. His work for Spectrum includes projects in Connecticut, Louisiana, New York and North Carolina.

Reed was affiliated with the RTIP for more than 20 years, where he was responsible for all aspects of the racing program, including administration, instruction, promotion and fund-raising. He was also director of the RTIP's annual Global Symposium on Racing & Gaming, North America's largest pari-mutuel racing conference.

Prior to joining the University of Arizona, Reed was vice president of Santa Fe Racing, which operated two pari-mutuel tracks in New Mexico. He also spent many years as a racing official, including serving as racing secretary at Arlington Park, Oaklawn Park and Rockingham Park.

Reed has been a featured speaker and presenter at numerous industry conferences, seminars and events, including events hosted by the Asian Racing Conference, the Association of Racing Commissioners International, Harness Horsemen International, the International Simulcast Conference, the National Council for Legislators from Gaming States, and the International Conference of Gambling & Risk Taking.

Highly regarded on the international racing scene, Reed has ties to many international racing jurisdictions, including Japan, Hong Kong, Singapore, Canada, New Zealand, Australia, Ireland, the United Kingdom, France, Sweden, South Africa and Korea.

He earned a bachelor's degree in Mathematics from Albright College and an MBA from the University of Arizona's Eller School of Management.



◀ **CHARLES VICKERY**

SENIOR PARI-MUTUEL ASSOCIATE

Charles Vickery specializes in statistical, legislative and geodemographic analysis of the pari-mutuel and gaming industries, including historical horse racing, for a broad range of government and private interests. Recent assignments include a national equine economic impact study and projects regarding Idaho, Iowa, Louisiana, Massachusetts and Michigan.

Vickery develops complex statistical models and programming used to evaluate and monitor extensive amounts of daily pari-mutuel wagering data, including Historical Horse Racing data, for industry-wide integrity initiatives used in multiple jurisdictions. He helped to develop interactive tools used throughout the industry to gain detailed insight into wagering activity.

He has served as a federal expert witness on gaming and pari-mutuel matters. He has addressed and testified before New York's legislature on numerous occasions regarding gaming and pari-mutuel matters, most recently regarding the economic impact of the three unused downstate casino licenses.

Vickery has been a featured speaker at industry conferences and events including the American Association of Equine Practitioners, American Horse Council, National Council of Legislators from Gaming States, Racing Commissioners International, Saratoga Racing and Gaming Law Symposium, Sports Caucus, and Thoroughbred Racing Associations. He has been cited in publications including the *Albany Times Union*, *The Baltimore Sun*, *The Brunswick News*, *The Buffalo News*, *The Blood-Horse*, *Crain's New York Business*, *Governing Magazine*, *New York Daily News*, *Sun Sentinel*, *The Quarter Horse Journal*, *USBets* and *The Washington Post*.

Vickery served as the research director of EQB Inc., a major Thoroughbred bloodstock and scientific company, where he conducted primary research, produced patented methodologies and published findings in peer-reviewed scientific journals regarding equine gait, cardiovascular characteristics and performance. He was a founding board member of the National Association of Thoroughbred Owners and the Thoroughbred Owners of

### C. Profile of Spectrum Gaming Group

Spectrum Gaming Group is a non-partisan consultancy founded in 1993 that specializes in the economics, regulation and policy of legalized gambling worldwide. Our principals have backgrounds in operations, economic analysis, law enforcement, regulation, research and journalism.

We bring wide industry perspective to every engagement, having provided our expertise in 44 US states and territories and in 48 countries on 6 continents. Our clients include 25 US state and territory governments, 8 national governments, 30+ Native American entities, and numerous gaming companies (national and international), suppliers, state lotteries, financial institutions, developers and other gaming-related entities.

Independence and integrity are our hallmarks. We assiduously avoid conflicts of interest, and Spectrum staff hold no beneficial interest in any casino operating companies or gaming equipment manufacturers or suppliers. We employ only senior-level executives and associates who have earned reputations for honesty, integrity and the highest standards of professional conduct.

Each Spectrum project is customized to our client's specific requirements and developed from the ground up. Our findings, conclusions and recommendations are based solely on our research, analysis and experience. We do not tell clients necessarily what they want to hear; we tell them what they need to know. We will not accept, and have never accepted, engagements that seek a preferred result.

Spectrum is a full-service firm. We maintain a network of leading experts in all disciplines relating to the gaming industry. We provide our clients with an array of services, including:

- Due Diligence Investigations
- Economic and Social Impact Studies
- Feasibility Studies and Market Analyses
- Legislative and Regulatory Services
- Litigation Support
- Lottery Services
- Operator and Developer Services
- Patron Market Research
- Public Policy Guidance
- Regulatory and Anti-Money-Laundering Compliance Consulting
- Sports Betting
- Strategic Planning

Our reports have been used by clients to shape public policy, secure financing, formulate marketing plans, determine scope and size of development, establish gaming regulations, and make licensing decisions, among other purposes.

Governments regularly call on Spectrum's expertise when debating public policy. Our principals have testified or presented before the following government bodies:

- Brazil Chamber of Deputies
- British Columbia Lottery Corporation
- California Assembly Governmental Organization Committee
- Connecticut Public Safety and Security Committee

- Florida House Select Committee on Gaming
- Florida Senate Gaming Committee
- Georgia House Study Committee on the Preservation of the HOPE Scholarship Program
- Georgia Joint Committee on Economic Development and Tourism
- Illinois Gaming Board
- Illinois House Executive Committee
- Indiana Gaming Study Commission
- Indiana Horse Racing Commission
- International Tribunal, The Hague
- Iowa Racing and Gaming Commission
- Louisiana House and Senate Joint Criminal Justice Committee
- Louisiana Senate Finance Committee
- Massachusetts Gaming Commission
- Massachusetts Joint Committee on Bonding, Capital Expenditures, and State Assets
- Michigan Senate Regulatory Reform Committee
- Missouri House Special Interim Committee on Gaming
- New Hampshire Gaming Study Commission
- New Jersey Assembly Regulatory Oversight and Gaming Committee
- New Jersey Assembly Tourism and Gaming Committee
- New Jersey Senate Legislative Oversight Committee
- New Jersey Senate Wagering, Tourism & Historic Preservation Committee
- New York Senate Racing, Gaming and Wagering Committee
- New York State Economic Development Council
- North Dakota Taxation Committee
- Ohio House Economic Development Committee
- Ohio Senate Oversight Committee
- Pennsylvania Gaming Control Board
- Pennsylvania House Gaming Oversight Committee
- Puerto Rico Racing Board
- Resilient Louisiana Commission, Gaming Task Force
- US House Congressional Gaming Caucus
- US Senate Indian Affairs Committee
- US Senate Permanent Subcommittee on Investigations
- US Senate Select Committee on Indian Gaming
- US Senate Subcommittee on Organized Crime
- Washington State Gambling Commission
- West Virginia Joint Standing Committee on Finance
- World Bank, Washington, DC

## 2. REFERENCES

The following are public-sector references:

**1. Mark Michalko, Executive Director, North Carolina Education Lottery**

2728 Capital Blvd., Suite 144

Raleigh, NC 27604

[Mark.Michalko@lotterync.net](mailto:Mark.Michalko@lotterync.net)

919.909.2403

Project: The North Carolina Education Lottery in 2019 and 2020 retained Spectrum to undertake a series of gaming studies, including: An analysis and business case of impact of regulating and operating sports betting; an analysis of current North Carolina gaming activities (including those prohibited by law), potential new gaming activities and whether a Gaming Commission should be created in North Carolina; an assessment of problem-gambling services offered throughout the state; and an assessment of potential steeplechase racing in the state.

**2. Dennis Mullen, General Counsel, Indiana Gaming Commission**

101 W. Washington St., East Tower, Suite 1600

Indianapolis, IN 46204

[DeMullen@igc.IN.gov](mailto:DeMullen@igc.IN.gov)

317.233.0046

Project: The Indiana Gaming Commission in both 2022 and 2023 engaged Spectrum to undertake a comprehensive study of internet casino gaming. The study included a gross gaming revenue forecast for igaming in Indiana and associated gaming-tax receipts, the impact of igaming on casino employment, a demographic analysis of igaming players, case studies from other igaming states, the impacts of igaming on other Indiana gaming sectors (including casino, lottery, horse racing, and sports betting), and igaming policy considerations and best practices, including relevant regulatory guidance.

**3. Brian Ohorilko, former Administrator, Iowa Racing and Gaming Commission**

(now Senior Vice President of Administration, Prairie Meadows)

1 Prairie Meadows Dr

Altoona, IA 50009

[Brian.ohorilko@prairiemeadows.com](mailto:Brian.ohorilko@prairiemeadows.com)

515.967.1309

Project: The Iowa Racing and Gaming Commission retained Spectrum in both 2021 and 2013 to complete comprehensive studies on the socioeconomic impacts of casino gambling in Iowa. In the 2021 study, we also estimated the impacts that authorized Nebraska casinos would have in Iowa, as well as the impact of sports betting in Iowa casinos.

### 3. FEES

Spectrum's professional fee to complete this study in its entirety is \$77,800.

In addition, Spectrum will pass through any expenses incurred during the completion of this project to the State of New Hampshire. Such expenses may include:

- Personal vehicular transportation to New Hampshire (from New Jersey) for a period of two nights to visit HHR facilities. Related expenses will include lodging (three- or four-star hotels), mileage at the US government rate, tolls, meals at the current US Federal Government per diem rates, and related expenses. We will endeavor to keep expenses reasonable, and our expense report will be accompanied by receipts wherever possible.
- Third-party data that is required to be purchased; Spectrum believes this will not be applicable to this project and will notify the Commission in advance if we deem such a purchase necessary.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SPECTRUM GAMING GROUP FL, LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on March 05, 2024. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 955099

Certificate Number : 0006601291



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of March A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

*(Limited partnership, Limited liability professional partnership or LLC)*

**Certificate of Authority # 3**

**Limited Partnership or LLC Certification of Authority**

I, Juliann Barreto, hereby certify that I am the sole  
Partner, Member or  
*(Name)*

Manager and the sole officer of Spectrum Gaming Group FL, LLC a limited liability  
partnership  
*(Name of Partnership or LLC)*

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: February 29, 2024

ATTEST: Juliann Barreto, COO  
*(Name & Title)*

*Juliann Barreto*



SPECGAM-01

SAMG

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 2/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 8028637 Glenn Insurance, Inc. 500 East Absecon Blvd. PO Box 365 Absecon, NJ 08201-0365	<b>CONTACT NAME:</b> Samantha Guerro <b>PHONE (A/C, No, Ext):</b> (609) 641-3000 1177 <b>FAX (A/C, No):</b> (609) 857-6655 <b>E-MAIL Address:</b> sguerro@glenninsurance.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Twin City Fire Insurance Co. <b>NAIC #</b> 29459	
<b>INSURER B:</b> Westchester Fire Insurance	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
 Spectrum Gaming Group, LLC & Spectrum Gaming Group FL, LLC  
 200 Lakeside Drive  
 Suite 250  
 Horsham, PA 19044

## COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			13SBAAB5427	4/29/2023	4/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			13SBAAB5427	4/29/2023	4/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			13SBAAB5427	4/29/2023	4/29/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below:		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors & Omissions			EONNJF111687472008	2/9/2024	2/9/2025	Each Claim 3,000,000
B	Claims Made			EONNJF111687472008	2/9/2024	2/9/2025	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Errors & Omissions Coverage written on a Claims Made Policy Form with a Retroactive Date of February 9, 1998.

### CERTIFICATE HOLDER

New Hampshire Lottery Commission  
 14 Integra Drive  
 Concord, NH 03101

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John S. Winkley*