



Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu  
 CHAIRMAN Debra M. Douglas  
 COMMISSIONER Paul J. Holloway  
 COMMISSIONER J. Christopher Williams  
 EXECUTIVE DIRECTOR Charles R. McIntyre

November 8, 2019

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

### REQUESTED ACTIONS

Authorize the New Hampshire Lottery Commission to enter into a contract with Crown NH Gaming, LLC d/b/a DraftKings of Boston, Massachusetts (vendor #312289), to provide sports betting systems, equipment, and services to operate mobile and retail sportsbooks within the State effective upon Governor and Council approval through June 30, 2026 with an option to extend by two additional terms of two years each. Further authorize the New Hampshire Lottery Commission to amend its contract with Intralot, Inc. of Duluth, Georgia (vendor #2010001), to add a scope of work to provide sports betting systems and services to operate lottery-based sports wagering. The original contract was approved by Governor & Council on September 9, 2009 (Item #133) and commenced on July 1, 2010 and has previously been amended with approval of Governor & Council on April 17, 2013 (Item #98); April 23, 2014 (Item # 78); and February 7, 2018 (Item # 41). The proposed amendment will not extend the term of the contract, which is set to expire on June 30, 2025. **100% Lottery Funds**

The Lottery Commission respectfully requests that the new contract with Crown NH Gaming, Inc. and the amendment to the Intralot, Inc. contract be considered as a single requested action as the scopes of work are complementary of each other and are intended as part of a single sports betting project within the state.

Funding for these initiatives are based on revenue sharing plans, and are described in Exhibit B of both vendor contracts.

### EXPLANATION

The General Court recently passed RSA 287-I which authorized sports betting within the state under the general supervision of the New Hampshire Lottery Commission. The statute permits wagering at no more than 10 sportsbook retail locations, through a mobile/internet-based wagering platform, and finally a more restricted form of sports betting at New Hampshire Lottery Commission retailers. Each of these sports betting channels is to be operated by a contracted agent of the lottery and/or directly through the New Hampshire Lottery Commission with the support of vendors.

RSA 287-I:4 required a specific and unique competitive bid process to select the Lottery Commission's agents or vendors. Specifically, the statute requires that the Lottery Commission do an initial review of proposers to



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

ensure that they meet specific standards of capability, integrity and financial stability. Following that review, the law compels the Lottery Commission to “select a group of bidders who best meet the criteria...and select from that group the agents whose bids provide the state with the highest percentage of revenue from the sports wagering activities covered by the bids.”

In order to meet the requirements of RSA 287-1:4, the Lottery Commission released a Request for Proposals (“RFP”) on August 7, 2019. The RFP initially sought to evaluate proposers solely on the technical requirements set forth in the statute. The Commission’s selection committee would perform a review and scoring of the technical proposals and identify the proposals that were best qualified for proposal and invite those proposers to submit a price proposal. As the statute allowed for one or multiple agents, the Commission permitted variable pricing setting forth different prices given different levels of awards. This process allowed the Commission to determine whether an exclusive agent or multiple agents would provide “the highest percentage of revenue to the state” as required by law.

The Lottery Commission’s selection committee was comprised of the following individuals:

- Charles McIntyre, Executive Director: Mr. McIntyre has served as Executive Director of the Lottery since June of 2010. Prior to accepting that position, Mr. McIntyre served as Assistant Executive Director and General Counsel for the Massachusetts Lottery for seven years. Prior to that, he was a senior prosecutor in the Special Investigations Unit of the Norfolk District Attorney’s office.
- Katie Brown, Online Games Manager: Ms. Brown has worked with the Lottery Commission for five years and manages the Commission’s lottery central system contract. Prior to joining the Lottery Commission, Ms. Brown worked in private industry for several leading lottery companies. Ms. Brown has over 15 years’ experience in implementation and operation gaming technology systems and services globally.
- Jay Lau, Data and Product Manager: Mr. Lau joined the New Hampshire Lottery Commission in 2018 and is responsible for managing the Lottery’s instant ticket games for traditional retailers and for the Lottery’s online platform. Prior to joining the Lottery, Mr. Lau worked in the high-tech industry for several industry leaders such as Siemens, SpeechWorks International, Kronos, CA Technologies, and Amadeus.
- John Conforti, Chief Compliance Officer: Mr. Conforti joined the Lottery Commission in May of 2018 and is responsible for ensuring that the Commission and its licensees and contractors operate in conformance with all applicable laws and regulations. Prior to joining the Lottery Commission, Mr. Conforti served as an Assistant Attorney General at the New Hampshire Department of Justice as the contracts and procurement specialist.

Following a thorough review of the 13 proposals submitted and select oral presentations, the selection committee completed the scoring of the technical proposals and determined that there were three mobile proposals, two retail proposals, and one lottery proposal that were best qualified for award based on the criteria in the statute and the RFP. A summary of the technical scoring of proposals is attached for your review.

The selection committee opened the cost proposals from the identified contractors and reviewed what combination of awards would provide the highest revenue percentage to the state as required by law. Based on



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

November 25, 2019  
page 3

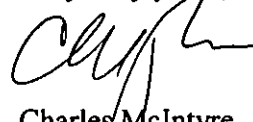
these criteria, an award of one contract for the mobile and retail channels was tendered to DraftKings and one lottery channel contract was tendered to Intralot. A summary of the pricing proposals is attached for your review.

DraftKings achieved the highest technical score for both mobile and retail channels. The selection committee made this determination based on DraftKings superior mobile application, first class sports betting platform, its strong market brand and player base in New Hampshire, overall commitment to the New Hampshire market and evidence of success in both the retail and mobile implementations in other States. Additionally, DraftKings price proposal as a sole provider of the mobile and retail channel delivered more than three (3) times the percentage of revenue to the State than would be derived from a multiple agent market.

Intralot was one of only four companies who bid for the more restricted lottery channel sports wagering. Of those companies, Intralot had the most comprehensive plan on how to make the more restricted product operate in the lottery retailer network. Other proposals were largely based on associating the lottery product with retail and mobile channels and did not clearly identify a viable lottery-based channel. Accordingly, the selection committee did not find that any of the other proposals were qualified for a potential award. In addition, Intralot has extensive experience in providing sports betting products in Europe, Africa and Asia and will soon be implementing sportsbooks in the United States.

Based on the foregoing, the New Hampshire Lottery Commission respectfully requests approval of the requested action.

Very truly yours,



Charles McIntyre  
Executive Director



*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](http://www.nhlottery.com)

STATE OF NEW HAMPSHIRE  
LOTTERY COMMISSION

Sports Wagering Systems and Services  
RFP LOT 2020-01

SCORING SUMMARY

**Mobile Channel**

1. <b>Crown Gaming, Inc./DraftKings</b>	<b>810*</b>
2. <b>Kambi</b>	<b>775</b>
3. <b>ROAR</b>	<b>765</b>
4. IGT/William Hill	685
5. Fan Duel	655
6. Churchill Downs/BetAmerica	605
7. Intralot	575
8. Foxwoods/NHMS	405
9. Addison Global	355
(tie) Newgioco	355
11. Betconstruct	270
Lupoli	NC
Boston Billiards	NC

**Retail Channel**

1. <b>Crown Gaming, Inc./DraftKings</b>	<b>790*</b>
2. <b>ROAR</b>	<b>755</b>
3. IGT/William Hill	705
4. Churchill Downs/BetAmerica	575
5. Intralot	555
6. Betconstruct	290

**Lottery Channel**

1. <b>Intralot</b>	<b>680*</b>
2. Crown Gaming, Inc./DraftKings	540
3. Kambi	465
4. Betconstruct	270

**Bold denotes proposals whose price proposals were opened based on them being best qualified for award pursuant to RFP Section 6G and RSA 287-I:3**

**\* Denotes the proposals who were selected for award based on providing the highest percentage of revenue to the state pursuant to RSA 287-I:3. A summary of the price proposals is set forth on the following page:**

**PRICE PROPOSAL SUMMARY**

<b>Channel and Condition</b>	<b>DraftKings</b>	<b>Intralot</b>	<b>Kambi*</b>	<b>Roar Digital</b>
<b>Mobile Channel</b>				
Mobile Exclusive	51% GGR		12% NGR	20% GGR
Mobile 2-3 Agents	21% GGR		13.5% NGR	15% GGR
Mobile 4-5 Agents	16% GGR		17.5% NGR	10% GGR
<b>Retail Channel</b>				
Retail 1-3 Locations	40% GGR			9% GGR
Retail 4-6 Locations	40% GGR			10% GGR
Retail 7-10 Locations	40% GGR			11% GGR
Mobile & Retail	50% GGR			Same as above
<b>Lottery Channel</b>				
Lottery		19.25% GGR		

\* Kambi price proposal was based on Lottery payment to Kambi from NGR and does not include cost of data feeds, PAM, CRM, and marketing. It was not conforming to the proposal request.

*Remainder of page intentionally left blank.*

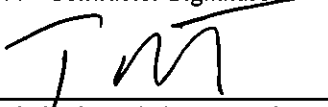
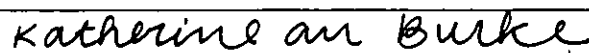
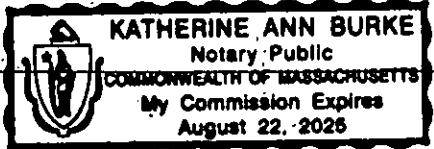
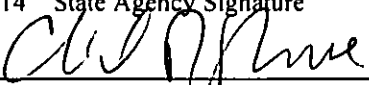

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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	
1.3 Contractor Name Crown NH Gaming LLC		1.4 Contractor Address 222 Berkeley Street, Floor 5, Boston, Massachusetts	
1.5 Contractor Phone Number (617) 986-6744	1.6 Account Number	1.7 Completion Date June 30, 2026	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Charles McIntyre, Executive Director		1.10 State Agency Telephone Number 603-271-3391	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Timothy Dent, CCO, Draft Kings <sup>Crown NH Gaming</sup>	
1.13 Acknowledgement: State of <b>MASS</b> , County of <b>SUFFOLK</b>  On <b>11/8/19</b> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		[Seal]	
1.13.2 Name and Title of Notary or Justice of the Peace Katherine Ann Burke, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles R McIntyre, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <b>November 12, 2019</b>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

**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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. 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.

**24. 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 relating hereto.

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

**GENERAL TERMS AND CONDITIONS**

**SECTION 2 - INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through the New Hampshire Lottery Commission ("State" or "Lottery"), and Crown NH Gaming LLC d/b/a DraftKings ("Contractor"), a limited liability corporation having its principal place of business at 222 Berkeley Street, Floor 5, Boston, Massachusetts.

The general scope of the Project is for Contractor to provide and operate a full service sports betting solution, including technology and services, as proposed by Contractor in response to New Hampshire Lottery Commission RFP LOT 2020-01 "Sports Wagering Systems and Services." (the "Project"). The Effective Date of this Agreement shall be the date the Executive Council of New Hampshire approves this Agreement, which, as of November 5, 2019, is scheduled for November 25, 2019. In the event the Executive Council of New Hampshire does not approve this Agreement, this Agreement shall immediately be rendered void.

**2.1 Incorporation of Documents**

This Agreement consists of the following, which are incorporated by reference and which together with any and all amendments hereto, is hereafter referred to as the "Agreement":

- A. General Terms and Conditions; and
- B. The following Exhibits to this Contract, which are attached as noted:
  - Exhibit A            Scope of Work
  - Exhibit B            Payment Terms
  - Exhibit C            Special Provisions
  - Exhibit D            Service Level Agreements; and
- C. State of NH Form P37; and
- D. The remaining Exhibits to this Contract, which are attached as noted:
  - Exhibit E            State of New Hampshire Lottery Commission RFP LOT 2020-01 "Sports Wagering Systems and Services" dated August 7, 2019 and addenda;
  - Exhibit F            Contractor's Proposal Response to RFP LOT 2020-01 "Sports Wagering Systems and Services" dated September 20, 2019.

**2.2 Order of Precedence**

In the event of a conflict among any of the provisions in this Agreement, the following order of precedence shall apply:

Date: 11/8/19  
Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

- a. The documents identified in Section 2.1, A;
- b. The documents identified in Section 2.1, B;
- c. The documents identified in Section 2.1, C;
- d. Exhibit E;
- e. Exhibit F.

**2.3 Timing of the Work**

Contractor shall commence work upon issuance of a Notice to Proceed by the Lottery. Time is of the essence in the performance of Contractor's obligation under the contract. The requirements for a Notice to Proceed are set forth in Exhibit A, Scope of Work.

**2.4 Exclusive Contract**

The Parties agree that the pricing set forth in this contract is based on Contractor being an exclusive agent of the Lottery to operate mobile and retail sports betting in the state.

In the event of a material default by the Contractor which is not cured within one hundred and twenty (120) days, in addition to other remedies provided under this Agreement, Lottery may contract with other contractors to perform sports betting during the term of this Agreement, however, in the event that Lottery retains other vendors, said other vendors must receive an equal GGR share as Contractor receives in Exhibit B and Contractor will have the right to modify the pricing in Exhibit B to the non-exclusive rates set forth in their RFP response.

**2.5 Contract Term**

The initial term of this Agreement ("Term") shall be as set forth in Part I, Section 1.7: *Completion Date*. Upon mutual agreement of the parties, the parties may extend the term of this Agreement by two (2) separate two (2) year terms under the same terms and conditions.

**2.6 Change of Ownership**

Contractor shall not assign any of its rights or obligations under this Agreement without the prior written consent of Lottery, such consent not to be unreasonably withheld, delayed or conditioned; provided, however, Contractor may assign this Agreement without prior written consent in the event of a merger, acquisition, change of control, corporate restructuring, sale of all or substantially

Date: 11/8/19  
Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

all of its assets and/or stock, or similar transaction (the "Transaction"). If any Transaction results in this Agreement being assigned to or otherwise assumed by a Restricted Buyer:

- (i) Contractor (or its successor entity) shall ensure that Lottery is promptly notified thereof; and
- (ii) The Lottery may terminate this Agreement with immediate effect (via written notice to Contractor or its successor entity)

Any assignee of this Agreement shall expressly agree to assume all obligations, rights and duties of the assignor under this Agreement.

**"Restricted Buyer"**: Any entity that meets any of the following criteria: (i) is a direct competitor of the Lottery; (ii) has engaged in litigation or a material pre-litigation dispute with the State of New Hampshire and its agencies during the one (1)-year period immediately preceding the Transaction; or (iii) has a brand, reputation, regulatory history, criminal history and/or identity such that the Lottery determines, in its good faith sole discretion, that having a business relationship with such entity would be inconsistent with the Lottery's business interests.

## **2.7. Ownership Structure/Change in Conditions**

Contractor shall notify the Lottery within 90 days should any one of the following occur:

- a. A change in the name of the Contractor;
- b. A change in ownership of more than 51% of the Contractor's business;
- c. A change in critical subcontractors providing services under this Agreement. Critical subcontractors shall include but not be limited to platform providers, trading or risk management partners, data centers, Player Account Manager provider and payment processors.

Contractor shall notify the Lottery on an annual basis should any of the following occur:

- a. A material change in the organizational structure of the Contractor from that disclosed in the response to the Contractor's RFP response;
- b. A change of ownership of more than 5% of the Contractor's business whereby an individual entity results in having a 5% or greater stake post-execution.

## **2.8. Financial Health and Stability**

Contractor shall annually provide a copy of the Contractor's audited financial statements. If a Contractor experiences a Material Change in financial condition during the term of any resultant contract that would render Contractor unable to perform Contractor's job, Contractor must notify Lottery of such change of condition within a reasonable time after that change is known. "Material Change" is defined as any event that, following Generally Accepted Accounting Principles (GAAP) would require disclosure in the annual report of a publicly traded United States

Date: 11/8/19

Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

corporation or that would be required to be disclosed under State or Federal law. Lottery may terminate this Agreement upon the Bankruptcy of Contractor. Bankruptcy shall be defined as:

- (i) the event when a party (A) makes a general assignment for the benefit of creditors, (B) voluntarily commences any proceeding or files a voluntary petition seeking relief under any bankruptcy or similar law, (C) becomes the subject of an order for relief or is declared insolvent in any governmental entity bankruptcy or insolvency proceedings, (D) files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law, (E) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such person in a proceeding of the type described in subclauses (A) through (D) of this clause (i), (F) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such party or of all or any substantial part of such party's properties or (G) becomes unable, admits in writing its inability or fails generally to pay its debts as they become due, or
- (ii) a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced against such party and sixty (60) days have expired without dismissal thereof or with respect to which, without such party's consent or acquiescence, a trustee, receiver, or liquidator of such party or of all or any substantial part of such party's properties has been appointed and sixty (60) days have expired without the appointment having been vacated or stayed, or sixty (60) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

**2.9 Operations in Other Jurisdictions**

Contractor shall disclose any convictions, fines, fees, penalties or other discipline relating to the Contractor's operation of sports books in other jurisdictions. The obligation to report extends to parents and subsidiaries of the Contractor. This disclosure must be made every 90 days for the Contractor and annually for parent and subsidiary companies.

**2.10 Other Disclosures**

Contractor shall be under a general obligation to disclose any incidents or activities that could reasonably lead the public to have concerns regarding the integrity of the New Hampshire sportsbook operations.

**2.11 Notices**

All notices required under this Agreement must be in writing, may be sent by registered or certified mail, facsimile or an overnight delivery service generally accepted in the industry that provides evidence of delivery, and shall be deemed to have been given at the time they are received or upon confirmation of successful transmission in the case of facsimile, and if intended for the Lottery

Date: 11/8/19  
Contractor Initials: 70

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

shall be addressed to the individual set forth in Section 1.9: *Contracting Officer for State Agency* at the address set forth in Section 1.2: *State Agency Address* and if intended for the Contractor shall be addressed to the individual set forth in Section 1.12: *Name and Title of Contractor Signatory* at the address set forth in Section 1.4: *Contractor Address*.

**2.12 Waiver of Breach**

In addition to the provisions set forth in Part I, Section 16 of the contract, no failure by either party to enforce any of the provisions in this Agreement shall be deemed a waiver of its rights under this Agreement.

**2.13 Partial Invalidity**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it shall be enforced to the maximum extent permissible, and the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**2.14 Entire Agreement**

This document constitutes the entire agreement and understanding between the parties, and supersedes all prior contracts and understandings, whether oral or written, pertaining to the subject matter of the Agreement.

**2.15 Governing Law, Venue and Jurisdiction**

As set forth in Part I, Section 19, this agreement shall be construed in accordance with the laws of the State of New Hampshire. Any action on this Agreement may only be brought in the State of New Hampshire in accordance with the dispute resolution procedures of this Agreement set forth herein. The Parties agree to venue in Merrimack County Superior Court.

**2.16 Force Majeure**

Neither party shall be liable for any delay or failure to perform any material obligation under this Agreement, if the failure is due to an event of force majeure. For the purposes of this Section, a force majeure event means an event beyond the reasonable control of one party which prevents that party from complying with any of its obligations under this Agreement, including, but not limited to, third party interventions, loss of or damage to hosting facilities, or an act of God (such as, but not limited to fire, explosion, earthquake, drought, tidal wave and floods), war, hostilities,

Date: 11/8/19  
Contractor Initials: TD

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01

---

invasion, revolution, civil war, and acts or threats of terrorism (but excluding regulatory policy and legislation. Moreover, in the event one party is unable to act due to an event of force majeure, the other party shall be similarly relieved of its obligations until the force majeure event is resolved and both parties can resume their activities pursuant to this Agreement.

*Remainder of this page intentionally left blank*

Date: 11/8/19  
Contractor Initials: TD

**SECTION 3 – CONTRACT MANAGEMENT**

**3.1 Project Management**

The work to be completed under Exhibit A (the “Project”) requires the coordinated efforts of a “Project Team” consisting of both Contractor and Lottery personnel. Each party shall provide all commercially reasonable and necessary resources to perform its obligations under this Agreement. Each party is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

**3.2 Contractor’s Contract Manager**

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration. Contractor’s Contract Manager shall be preliminarily listed as the following, but may be changed prior to the Effective Date:

Timothy Dent  
Chief Compliance Officer  
222 Berkeley St, 5th Floor  
Boston, MA 02116  
Tel: (617) 986-6744  
Email: tdent@draftkings.com

**3.3 Contractor’s Project Manager**

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor’s obligations under this Agreement. Contractor’s Project Manager shall be preliminarily listed as the following, but may be changed prior to the Effective Date:

Karl Gambin  
Director, Operations  
222 Berkeley St, 5th Floor  
Boston, MA 02116  
Tel: (617) 986-6744  
Email: tdent@draftkings.com

Project Manager must be reasonably qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor’s representative for all administrative and management matters. Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours of inquiries from the Lottery Project Manager must work diligently and use his/ her commercially reasonable efforts on the Project.

**3.4 Change of Project Manager**

Contractor shall notify the Lottery in the event of a change of Project Manager provided said replacement Project Manager must meet all obligations outlined in Section 3.3.

Date: 11/8/19  
Contractor Initials: TD



**3.5 Termination for Lack of Project Management**

Notwithstanding any other provision of the Contract, the Lottery shall have the option, at its discretion, to terminate the Contract, declare Contractor in default and pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager meeting the requirements and terms of the Contract and fails to cure said breach within fifteen (15) days of being notified by Lottery.

**3.6 Contractor Key Project Staff**

The Lottery considers the following individuals to be key project staff for this Project and they shall be preliminarily listed as the following, but may be changed prior to the Effective Date:

Krista Thomas – Director, Gaming Operations  
Amber Whorl – Senior Compliance Manager  
Haley Rotondo – Engineering Producer  
Jeremy McAuley – Project Manager, Compliance and Operations  
David Ziemplak – Data Engineering Tech Lead  
Dan Kesack – Senior Manager, Tech  
Michael Kibort – Senior Manager Retail Sportsbook Operations

**3.7 Termination for Lack of Key Project Staff**

Notwithstanding any other provision of the Contract to the contrary, the Lottery shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract and fails to cure such breach within thirty (30) days of being notified.

**3.8 Lottery Contract Manager**

The Lottery shall assign a Contract Manager who shall function as the Lottery's representative with regard to Contract administration. The Lottery Contract Manager is:

Charles McIntyre  
Executive Director, New Hampshire Lottery  
14 Integra Drive  
Concord, NH 03301  
Tel: 603-271-3391  
Email: Charles.McIntyre@lottery.nh.gov

**3.9 Lottery Project Manager**

The Lottery shall assign a Project Manager. The Lottery Project Manager is:

TBD  
Director of Sports Betting, New Hampshire Lottery  
14 Integra Drive  
Concord, NH 03301

The Lottery Project Manager's duties shall include the following:

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

- a. Leading the Project;
- b. Engaging and managing all contractors working on the project;
- c. Reviewing operational performance in compliance with the contract and law;;
- d. Reviewing financial reporting and accountability;
- e. Reviewing risk management strategies;
- f. Coordinating marketing and messaging;
- g. Managing stakeholders' concerns;
- h. Documenting meetings and action items on behalf of Lottery.

**3.10 Change Orders**

The Lottery may make changes or revisions only by mutually agreed upon, written Change Orders. Within fifteen (15) business days of Contractor's receipt of a Change Order, Contractor shall advise the Lottery, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The Lottery shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The Lottery must approve all Change Orders in writing. The Lottery shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

A Change Order which is accepted and executed by both parties shall amend the terms of this Agreement.

**3.11 Dispute Resolution**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>LOTTERY</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
<b>Primary</b>	Karl Gambin	TBD	5 Business Days

Date: 11/8/19  
Contractor Initials: KG

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

	Director, Operations	Lottery Project Manager (PM)	
<b>First</b>	Timothy Dent, Chief Compliance Officer	John Conforti Chief Compliance Officer	10 Business Days
<b>Second</b>	Jason Robins, CEO	Charles McIntyre, Executive Director	15 Business Days

Contacts listed herein may be changed prior to the Effective Date. The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

**3.12 Travel Expenses**

Contractor must assume all reasonable travel and related expenses incurred by Contractor in performance of its obligations under this Agreement.

**3.13 Shipping Fees**

The Lottery will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

**3.14 Access and Cooperation**

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the Lottery shall provide the Contractor with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

**3.15 Record Retention**

Each party shall maintain all project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all payments owed to Lottery and paid in the performance of their respective obligations under the Contract ("Records"). Contractor and its Subcontractors shall retain all Records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon no less than thirty (30) days prior notice and subject to reasonable time frames, all Records shall be subject to commercially reasonable inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the Lottery. Delivery of and access to such records shall be at no cost to the Lottery during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and

Date: 11/9/19  
Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

review requirements of this section in any of its datafeed subcontracts (i.e., Kambi). Records shall be deemed Confidential Information for purposes of this Agreement.

The Lottery agrees that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure and profit factors shall be excluded from the Lottery's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**3.16 Accounting**

Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

**3.17 Workspace Requirements**

Contractor agrees to work with the Lottery to determine requirements for providing necessary workspace and office equipment for the Lottery's staff at Contractor's location or at (or adjacent to) a Retail Platform location, as deemed mutually agreeable by the parties. Lottery anticipates requiring commercially reasonable workstations and periodic meeting space at the Contractor's location.

**3.18 Work Hours**

Unless otherwise agreed to by the Lottery, the Contractor's project management personnel shall work a minimum of forty (40) hour weeks generally between the hours of 8:00 a.m. and 5:00 p.m., (Eastern Time), excluding State of New Hampshire holidays. This management requirement does not alleviate the need for Contractor to operate 24/7/365 and to provide coverage for hours when project management staff are not available.

Date: 11/8/19  
Contractor Initials: JD

**SECTION 4 – CONFIDENTIALITY REQUIREMENTS**

**4.1 State Confidential Information**

In performing its obligations under this Agreement, Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). *Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.* Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof;
- (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party;
- (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or
- (iv) is disclosed with the written consent of the disclosing party.

A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the State Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the State Confidential Information, and Contractor shall cooperate with the Lottery in any effort the Lottery undertakes to contest the request, subpoena or other legal process, at no additional cost to the Lottery.

In the event of the unauthorized release of State Confidential Information, Contractor shall promptly notify the Lottery, and the Lottery may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

Date: 11/8/19

Contractor Initials: TD

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01

---

**4.2 Contractor Confidential Information**

Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the Lottery. For the purposes of complying with its legal obligations, the Lottery is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the Lottery is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The Lottery shall maintain the confidentiality of the identified Contractor Confidential Information insofar as it is consistent with applicable State and federal laws or regulations. In the event the Lottery receives a request for the information identified by Contractor as confidential, the Lottery shall notify Contractor and specify the date the Lottery will be releasing the requested information. At the request of the Lottery, Contractor shall cooperate and assist the Lottery with the collection and review of Contractor's information, at no additional expense to the Lottery. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the Lottery shall release the information on the date specified in the Lottery's notice to Contractor, without any liability to the Lottery.

**4.3 Survival**

All of the terms in Section 4 of this Agreement shall survive the termination or expiration of the Agreement.

*Remainder of this page intentionally left blank*

Date: 11/9/19  
Contractor Initials: TD

SECTION 5 – LIMITATION OF LIABILITY

**5.1 No Consequential Damages Against Lottery**

ABSENT FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, AND EXCEPT FOR VIOLATION OF THE CONFIDENTIALITY PROVISIONS SET FORTH ABOVE, AND EXCEPT FOR THE INDEMNITY OBLIGATIONS WITH RESPECT TO THIRD PARTY CLAIMS, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, SUBSIDIARIES, SUPPLIERS AND LICENSORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND STOCKHOLDERS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES ARISING HEREUNDER, EVEN IF THE PARTY, ITS SUPPLIERS AND LICENSORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND STOCKHOLDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. FURTHERMORE, EXCEPT FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, AND EXCEPT FOR VIOLATION OF THE CONFIDENTIALITY PROVISIONS SET FORTH ABOVE, AND EXCEPT FOR THE INDEMNITY OBLIGATIONS OF EACH PARTY WITH RESPECT TO THIRD PARTY CLAIMS, EACH PARTY'S AGGREGATE MAXIMUM LIABILITY WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS.

**5.2 Survival**

All of the terms in Section 5: *Limitation of Liability* of this Agreement shall survive the termination or expiration of the Agreement.

*Remainder of this page intentionally left blank*

**SECTION 6 – TERMINATION**

**6.1 Termination for Default**

Any one or more of the following acts or omissions of the Contractor may, at the reasonable discretion of the Lottery, constitute an event of default hereunder (“Event of Default”)

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to perform the Services in a lawful manner;
- c. Failure to make timely payments as required under the Contract;
- d. Failure to submit any report required; and/or
- e. Failure to perform any other covenant, term or condition of the Contract

Any one or more of the following acts or omissions of the Lottery may, at the reasonable discretion of the Contractor, constitute an event of default hereunder (“Lottery Event of Default”)

- a. Failure to perform any other covenant, term or condition of the Contract

**6.2 Remedies Upon Default**

Upon the occurrence of any Event of Default, the non-defaulting party shall provide the defaulting party written notice of default and require it to be remedied within a reasonable period of time. (“Cure Period”). If the defaulting party fails to cure the default within the Cure Period, the non-defaulting party may terminate the Contract with a written notice of termination and/or treat the Contract as breached and pursue its remedies at law or in equity or both.

**6.3 Reserved**

**6.4 Reserved**

**6.5 Termination for Conflict of Interest or Violation of Law**

Either party may terminate the Contract with 30 days written notice if the party reasonably determines, and is advised by independent counsel, that a newly passed law or regulation prohibits the arrangement as contemplated under this Agreement.

Each party may terminate the Contract if the party reasonably concludes, and is advised by independent counsel, that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts. In such case, the Lottery shall be liable for cost of all services provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the contract activities.

Date: 11/8/19  
Contractor Initials: TP



STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01

---

**6.6 Termination Procedure**

After receipt of a notice of termination, and except as otherwise directed by the Lottery, Contractor shall, as permitted by applicable law:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Lottery to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the Lottery reasonably directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the Lottery has an interest;
- d. Transfer title to the Lottery and deliver in the manner, at the times, and to the extent directed by the Lottery, any property which is required to be furnished to the Lottery and which has been accepted or requested by the Lottery;
- e. Provide written certification to the Lottery that Contractor has surrendered to the Lottery all said property.

**6.7 Transition Services upon termination**

If an awarded contract is not renewed, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees ("Transition Services").

**6.8 Survival**

All of the terms in Section 6 of this Agreement shall survive the termination or expiration of the Agreement.

*Remainder of this page intentionally left blank*

Date: 11/8/19

Contractor Initials: TP

**SECTION 7 – CONTRACT WARRANTIES AND REPRESENTATIONS**

**7.1 System**

The Contractor agrees that any systems provided under this Agreement will operate to conform to the specifications, terms, and requirements of this Agreement.

**7.2 Software**

The Contractor agrees that any software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the Platforms (as defined below), compliant with the requirements of the Contract, and will operate in accordance with the specifications and terms of the Contract and all applicable laws.

For any breach of the above software covenant, shall correct the program errors that cause breach of the covenant.

**7.3 Compatibility**

Contractor agrees that all system components, including but not limited to the components provided, including any replacement or upgraded system software components provided by Contractor to correct deficiencies or as an enhancement, shall operate with the rest of the system without material loss of any functionality.

**7.4 Services; General**

Contractor agrees that all services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that services will comply with performance standards, specifications, and terms of the Contract.

Each party hereby represents and warrants that (a) the party has the authority to enter into this Agreement and to fully perform its obligations hereunder, (b) this Agreement does not and will not conflict with any of the party's other obligations to any third parties, (c) the party complies and will continue throughout the Term to comply with all applicable laws and regulations in its performance of this Agreement, and (d) the party has all necessary rights and authorities to grant the licenses set forth herein.

**7.5 Service Level Agreements**

Contractor agrees that it will meet service levels as set forth in Appendix D. The Lottery may assess liquidated damages in the amount specified for each material failure to meet an agreed upon service level. The Parties agree that it will be extremely impractical and difficult to determine actual damages as a result of any material deviation from the service level agreements. Liquidated damages are not intended as a penalty. It is expressly agreed that the waiver of any liquidated damages due the Lottery shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Failure to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the Lottery.

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01

---

In no case shall liquidated damages be measured in terms of potential lost revenue or potential lost net profit to the Lottery, unless and to the extent that a court of competent jurisdiction should determine that a liquidated damages provision is unenforceable as a matter of law.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Lottery. Except and to the extent expressly provided herein, the Lottery shall be entitled to recover liquidated damages under each section applicable to any given incident.

*Remainder of this page intentionally left blank*

Date: 11/8/19

Contractor Initials: TD

**SECTION 8 – DATA SECURITY REQUIREMENTS**

**8.1 Data Use Ownership and Restrictions**

**A. Ownership of Platform Data**

The Parties agree that data collected as a result of Contractor's operation under this Agreement, including but not limited to, the identification and personal information of players, bet transaction data and financial information (the "Platform Data") is the sole property of Contractor. Contractor will be responsible for protecting such information in accordance with applicable law, and shall provide Lottery a limited, revocable, non-assignable, non-sublicensable, non-transferrable license to use the Platform Data solely as required to perform Lottery's obligations under this Agreement and/or as required under applicable law. In addition, during the Term of the Agreement and for a period of one (1) year thereafter, Contractor shall, as mutually agreed upon in both cadence and content, send email marketing messages to promote Lottery's non-competing products to potential customers. Requests for specific cadence or content shall not be unreasonably denied by Contractor. For the sake of clarity, under no circumstances shall the Platform Data to advertise or promote, directly or indirectly, any products offering regulated sports gaming or daily fantasy sports. Contractor agrees that Lottery may have full use of any player information stored in Lottery's own curated database even if the player information also coincides with Platform Data exists on Contractor's database.

**B. Business Use and Disclosure of Confidential Information.**

1. Each party, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract.
2. Each party must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying the other party so that the other party has an opportunity to consent or object to the disclosure.
3. Each Party agrees Confidential Information obtained under this Contract may not be used for any other purposes that are not indicated in this Contract or necessary for a Party's performance hereunder.
4. Each party agrees to grant reasonable access to the data to the authorized representatives of the other party for the purpose of inspecting to confirm compliance with the terms of this Contract.

**8.2 METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If Contractor is transmitting Lottery data containing Confidential

Date: 11/8/19

Contractor Initials: JP

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

Information between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Portable Storage Devices. Contractor may not use portable storage devices, such as a thumb drive, as a method of transmitting Confidential Information.
3. Encrypted Email. Contractor may only employ email to transmit Confidential Information if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If Contractor is employing the Web to transmit Confidential Information, the secure socket layers (SSL) or transport layer security (TLS) must be used and the web site must be secure.
5. File Hosting Services, also known as File Sharing Sites. Contractor may not use file hosting services, such as Dropbox, to transmit Confidential Information.
6. Ground Mail Service. Contractor may only transmit Confidential Information via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If Contractor is employing portable devices to transmit Confidential Information said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Information via an open wireless network. Contractor must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the Contractor's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Information, Contractor will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Information will be coded for 24-hour auto-deletion cycle (i.e. Confidential Information will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Information via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**8.3 RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

1. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire data outside the United States, Canada, the United Kingdom or European Union without prior consent of the Lottery, which consent shall not be unreasonably denied.
2. .

Date: 11/8/19

Contractor Initials: JD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

3. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Lottery confidential information for contractor provided systems.
4. The Contractor agrees to provide security awareness and education for its employees in support of protecting Lottery confidential information.
5. The Contractor agrees to retain all electronic and hard copies of Confidential Information in a secure location and identified in section 8.4
6. The Contractor agrees Confidential Information stored in a Cloud must comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

**B. Disposition**

1. To the extent commercially reasonable and possible using Contractor's cloud services provider, if the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. If requested, electronic media containing Lottery data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the Lottery and Contractor prior to destruction.
2. At the time specified in this Agreement, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. To the extent commercially reasonable and possible using Contractor's cloud services provider, at the time specified in this Agreement, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.
4. Notwithstanding the foregoing, the Contractor may retain electronic copies of Confidential Information stored on electronic back-up and archival systems if automatically produced in the ordinary course of business or as required pursuant to operation or requirement of law.

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

**8.4 PROCEDURES FOR SECURITY**

Contractor agrees to safeguard the Confidential Information received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Lottery confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Lottery confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Lottery confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Lottery confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its employees in support of protecting Lottery confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Lottery to sign and comply with all applicable State of New Hampshire system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire data outside the United States, Canada, the United Kingdom or European Union without prior consent of the Lottery, which consent shall not be unreasonably denied.
9. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. Contractor shall indemnify the Lottery from all actual costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
10. Contractor must comply with all applicable statutes and regulations regarding the privacy

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01

---

and security of Confidential Information.

11. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Information and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
12. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the Lottery of any security breach promptly. This includes a Confidential Information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
13. Contractor must restrict access to the Confidential Information obtained under this Contract to only those authorized employees or agents who need such Confidential Information to perform their official duties in connection with purposes identified in this Contract.
14. The Contractor must ensure that all employees:
  - a. comply with such safeguards as referenced above, implemented to protect Confidential Information that is furnished by State under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing Confidential Information are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - e. limit disclosure of the Confidential Information to the extent permitted by law.
  - f. Confidential Information received under this Contract and individually identifiable data derived from Lottery Confidential Information, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - g. only authorized employees may transmit the Confidential Information, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit or when stored on portable media as defined above.
  - h. in all other instances Confidential Information must be maintained, used and

Date: 11/8/19

Contractor Initials: TD



**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

- i. understand that their user credentials (user name and password) must not be shared with anyone. Employees will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their employees. Lottery reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided herein, applicable laws and Federal regulations until such time the Confidential Information is disposed of in accordance with this Contract.

**8.5 Data Breach Notification**

RSA 359-C:20 requires public breach notification to individuals whose information has been or may be misused. All legal notifications required as a result of a breach of information collected pursuant to this Contract shall be coordinated with the Lottery.

*Remainder of this page intentionally left blank*

Date: 11/8/19  
Contractor Initials: TJ

**SECTION 9 – MISCELANEOUS TERMS AND CONDITIONS**

**9.1 Extension in Case of Emergency**

Notwithstanding the contract term set forth in this Agreement, pending the approval by Contractor, which shall not be unreasonably denied, the Lottery reserves the right to reactivate or further extend the initial contract, or any extension thereof, at the rates and upon the terms and conditions then in effect on ninety (90) days' notice for up to one (1) additional year.

**9.2 Cooperation with Successor Contractors**

Contractor agrees that it will fully cooperate with all reasonable requests to assist a successor contractor in transition of the contracted services at the conclusion of the term of this Agreement. Contractor shall, at a minimum, fully cooperate with migration of the Lottery's data in a reasonable timeframe and in any reasonably requested format. Contractor acknowledges that the Lottery will pay for these transition services, which shall include labor, travel, data delivery and management, and other direct costs incurred by Contractor, provided said amount shall not exceed \$150,000 without the consent of the Lottery.

**9.3 Insurance**

In addition to the policies required under Part I Section 14 and 15, the Contractor shall purchase and maintain the following policies of insurance for claims which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Errors and omissions insurance and cyber and privacy breach response insurance, covering security and privacy liability, including privacy violations and breach response costs, regulatory fines, penalties, and credit monitoring expenses, media and advertising liability, including infringement of copyright, trademark and trade dress, cyber extortion, and network security, with a minimum aggregate limit of \$5,000,000 and privacy breach response services. Coverage may be provided under a single policy or multiple policies at the discretion of the Contractor.

Certificates of insurance must be furnished to the Lottery on date of contract execution.

**9.4 Business Continuity and Disaster Recovery Plan**

Contractor must provide the State with their proposed Business Continuity and Disaster Recovery Plan to be used in the event that the Contractor's primary place of business is rendered inoperable due to acts of terrorism, forces of nature or other unforeseen events. This plan must be reviewed and updated on an annual basis.

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

**9.5 Taxes, Fees and Assessments**

Contractor shall pay all applicable taxes, fees and assessments, however designated, levied or based. The State of New Hampshire is exempt from State and local sales and use taxes on the services provided pursuant to this contract.

**9.6 News Releases**

News releases pertaining to this RFP or the services, study, data, or project to which it relates cannot be made public without prior mutual approval of the parties, and then only in accordance with the explicit written instructions from each party.

Date: 11/8/19  
Contractor Initials: TD

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01

---

**EXHIBIT A**  
**SCOPE OF WORK**

**Section I – General Description of Work**

Contractor will be the agent of the Lottery to operate and provide a mobile sports wagering platform (the “Online Platform”) as authorized under RSA 287-I:7 and the agent of the Lottery for sports book retail operations as authorized by RSA 287:I-5 during the term of the Agreement. Lottery reserves the right to enter into a separate contract solely for Tier III sports wagers at Lottery retail locations with a separate entity as authorized under RSA 287-I:4.

Contractor agrees that it will operate a mobile sports wagering platform pursuant to the terms of this Agreement and in compliance with all applicable State and Federal laws.

Contractor further agrees that it will operate up to ten (10) sports book retail locations within the State of New Hampshire (the “Retail Platform”, and the Retail Platform and Online Platform together the “Platform”) subject to the terms of this Agreement and in compliance with all applicable State and Federal laws. Pursuant to the Contractor’s RFP response, it will look to locate the first locations in the central (Nashua, Salem, Manchester areas) and coastal regions (Seabrook, Hampton, Dover areas) of the State and will supplement those locations with locations in the northern region (Berlin, Franklin, Laconia regions) and western regions (Keene, Claremont, Hinsdale areas). Specific municipalities are provided as examples of the regions identified by Contractors and are not intended to require establishments in those locations.

Within fifteen (15) days of the Effective Date this Agreement, the parties shall meet in-person and discuss in good faith the process for the implementation and development with regards to the Platforms. Within thirty (30) days of said meeting, to the extent allowable and commercially reasonable given the status of passed legislation and gaming regulations, Contractor shall create an implementation plan for review and approval by the Lottery. The implementation plan shall set forth the Contractor’s schedule and general plan for launching the mobile wagering platform and the first set of retail locations. Contractor shall pursue the launch of a mobile sports betting platform on an “as soon as commercially reasonable” basis with the understanding that expediency is of utmost importance. Contractor shall set a schedule for launch of at least one Retail Platform location by July 1, 2020, provided all requisite approvals needed to operate the first Retail Platform location have been obtained.

Based on review and approval of the implementation plan, Lottery will issue a Notice to Proceed to Contractor to begin the work.

**Section II – Mobile Channel**

Date: 11/8/19  
Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

**1. Branding**

Contractor will be responsible for branding their mobile sportsbook consistent with the Contractor's RFP proposal. Contractor agrees to provide co-branding for the New Hampshire Lottery on the portions of the website or mobile application that will be visible only to New Hampshire players. The final co-branding will be subject to review and approval by the Lottery, which will not be unreasonably denied, withheld, or conditioned. Contractor shall promote the Lottery and the Platforms as mutually agreed upon and in furtherance thereof Lottery grants to Contractor a non-exclusive, non-transferable, non-sublicensable, revocable license to use Lottery's trademarks and any approved intellectual property provided to Contractor by Lottery (collectively, the "Lottery Materials") solely for use in performing Contractor's obligations hereunder. Lottery represents and warrants to Contractor, that the Lottery Materials do not violate, infringe or misappropriate copyrights, right of publicity, trademark rights or other rights of Contractor or any third party. Contractor shall not present the Lottery Materials in combination with any third-party name or mark in any manner that may suggest or imply that the third party's goods or services are supplied by, sponsored by, endorsed by or otherwise affiliated with Lottery without first obtaining Lottery's prior written approval in each instance, except as otherwise permitted under this Agreement. Lottery reserves all rights in the Lottery Materials and any other proprietary rights not expressly granted in this Section. Lottery reserves the right to reasonably request an update or refresh on the co-branding at least one time during the initial term of this agreement.

**2. Mobile Applications**

Contractor shall provide a mobile application for iOS and Android operating systems at the time of launch. Contractor shall be responsible for ensuring that the applications remain compliant with all security and content requirements promulgated by Apple and Google within a reasonable time after these standards become known.

**3. Player Account Management**

Contractor will be responsible for procuring or providing a Player Account Management tool ("PAM") consistent with that proposed in the Contractor's response to the RFP to support mobile wagering. The PAM must, at a minimum, ensure compliance with the age and identity verification, geolocation and Anti-Money Laundering (AML) protocols and all other requirements set forth in RSA 287-I.

**4. Player Wallet/Payment Processing**

Contractor will provide a player wallet tool consistent with that proposed in the Contractor's response to the RFP to support mobile wagering which will be able to accept player funds and pay out winnings. Contractor with contract with payment processing companies or provide payment processing services directly to enable these payments. Contractor will ensure that payments are only made through payment methods approved under RSA 287-I.

**5. Reserved**

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

**Section III - Retail Channel**

**1. Branding**

Contractor will be responsible for branding their sportsbook locations consistent with the Contractor's RFP proposal. The final branding will be subject to review and approval by the Lottery, which will not be unreasonably denied, withheld, or conditioned. Lottery reserves the right to reasonably request an update or refresh on the branding at least one time during the initial term of this agreement.

**2. Sportsbook Retail Locations**

Contractor will be responsible for establishing at least 4 and up to 10 locations for the retail sportsbooks within the State. The Lottery reserves the right to determine the exact number of locations after consultation with the Contractor. Subject to town approvals, Contractor shall provide an initial list of 4 proposed locations and a schedule for launch of each location by February 1, 2020, which may be subsequently modified as needed based on town and regulatory approval requirements.

Sportsbooks may be in standalone locations or co-located with another business that caters primarily to adults. All sportsbook locations must be approved by the Lottery and are subject to the approval by the municipalities. Lottery retains the right to revoke this approval in the future if there is a material change in, ownership of a location, the type or quality of business conducted at the location, any material condition that would impact the public's confidence in the integrity and credibility of the Sportsbook operations

Contractor or its partners, lessors, agents, subcontractors shall be solely responsible for ensuring that all municipal permits and approvals are provided for the locations.

Prior to the buildout of any sportsbook retail location, the Contractor shall provide a layout and the proposed trade dress and materials for the location to the Lottery for review and approval. Retail locations shall be of first rate material and consistent with the renderings provided by Contractor in response to the RFP. Lottery's review will be based on whether the layout meets security and compliance requirements and is consistent with the general branding, quality and aesthetic of the New Hampshire sports betting program. The approval of the Lottery shall not be unreasonably denied, conditioned, or withheld.

**3. Equipment and Hardware**

Contractor is responsible for procuring all equipment necessary to operate and support the sportsbook activities. Equipment shall be consistent in quality and nature to the equipment identified in the Contractor's RFP response. All self-service kiosks must be certified under GLI Standard 20 and tagged with a unique identification number. Contractor shall provide a list of kiosks to the Lottery with the identification number. All equipment that holds cash, or processes transaction data shall be physically locked or otherwise secured in a manner approved by the Lottery and in accordance with industry standards. Prior to starting operation, Lottery will inspect the retail location to approve the physical security of the equipment.

**4. Internal Controls**

Date: 11/8/19

Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

Contractor shall prepare an Internal Control Policy which provides in part:

- a. How transactions are to be completed;
- b. Recording of transactions;
- c. Segregation of duties;
- d. Cash handling and safeguarding policies;
- e. Limitations on access to cash, payment cards, and transaction data;
- f. Opening and closing procedures;
- g. Safe staffing levels;
- h. Safeguarding assets and personnel;
- i. Physical security for patrons and personnel;
- j. Any other provision which Contractor or Lottery believes is necessary to ensure accountability, operational stability, and security.

The initial Internal Control Policy shall be approved by the Lottery prior to operations and shall be updated annually thereafter.

#### **5. Hours of Operation**

Contractor agrees to operate the Retail Platform a minimum of 10 hours per day seven days a week. Retail locations may not open earlier than 10:00 a.m. or close later than 1:00 a.m. unless special permission is granted by the Lottery. Contractor may close on State recognized holidays but shall not be obligated to do so.

#### **6. Right of Inspection**

Contractor shall provide reasonable access to any and all authorized personnel appointed by the Lottery for the purposes of observing operations and internal controls. Any failure to provide reasonably requested access shall be considered a material breach of this agreement.

#### **Section IV – Hardware and Software**

Contractor is responsible for providing all hardware, software and networking required to operate the Platform in compliance with all legal and regulatory requirements (“Wagering System”). This obligation includes a requirement to provide periodic software updates and hardware upgrades as may be reasonably requested by the Lottery. The Contractor’s betting system should be consistent with the solution proposed in Contractor’s response to the RFP. Contractor’s core betting system must be certified using GLI Standard 33 for sports wagering systems. Contractor is responsible to ensure that all wagers are originated by users within the State of New Hampshire. Contractor shall provide the Lottery with an updated network diagram of the components of the wagering system during the term of this agreement. Material changes to the network diagram must be provided to the Lottery for a compliance review.

Contractor shall provide an updated equipment inventory for all key components for the betting system including the retail components (if applicable).

Date: 11/8/19  
Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

Contractor shall place the servers that create and accept wagers (wagering servers) in a secure location approved by the Lottery within the State of New Hampshire. If the Contractor chooses to utilize third-party data centers, the Contractor shall provide a copy of the policies and procedures for the data center relating to physical and logical security including surveillance, fire resistance and suppression, HVAC and uninterruptible power system.

Contractor shall have at least one production and one disaster recovery server that will be synched to provide instant redundancy in the event of a failure of the primary server. Contractor shall make efforts to locate the servers at separate geographic locations unless it is not feasible.

Contractor's sports betting system must contain or integrate at least the following systems:

1. Content Management System
2. Data Feeds
3. Risk Management and Trading platform
4. Bet settlement tools
5. CRM tools
6. Player Account Management System

Contractor must receive permission from Lottery to make material changes to any of these critical components of the sports wagering system prior to implementing any such change. A material change would include utilizing a different vendor or software to perform these tasks. A software upgrade or "like for like" change in equipment would not be considered a material change.

### **Section V – Sports Betting Services**

Contractor will provide personnel and systems to perform the following sports betting associated services as set forth in Contractor's response to the RFP:

#### **1. Market Creation**

Contractor will be responsible for creating sports wagering markets to be offered in the State of New Hampshire. Markets should be created utilizing the data, tools and processes outlined in the Contractor's RFP proposal. Contractor shall be responsible for creating a window when the event may be offered and a cut-off time for wagering on the event. Prior to offering a type of event (ie: MLB, NBA, NHL) or bet type (1<sup>st</sup> quarter result, player proposition, teaser) for an event for the first time, Contractor shall submit the markets or events to the Lottery for review and approval. Once an event type or bet type has been approved, it requires no further approval from the Lottery, however, the Lottery reserves the right to limit or restrict wagering on previously approved events or bet types under the circumstances provided under RSA 287-I:13.

#### **2. Odds Compilation and Management**

Contractor shall be responsible to formulate pricing for each event and bet type offered in the state in a manner consistent with the Contractor's response to the RFP. Contractor shall ensure that the pricing is based on reliable information and data sources. Pricing for bets and wagers should be



**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

generally consistent with pricing offered on the event by other leading sportsbooks. Contractor is responsible for ensuring that the pricing on the event is accurately conveyed to the bettor and that any inaccuracies are addresses as soon as they are discovered. Contractor shall be responsible for continuously monitoring event pricing to ensure that it remains appropriate and up to date.

**3. Risk Management and Trading**

Contractor shall be responsible for creating and executing a risk management strategy. The risk management should include pricing strategy, approval thresholds for large wagers, analysis of player activity to determine suspicious betting activity, and reporting procedures for fraud or integrity concerns. Prior to the start of offering wagering and at least every quarter thereafter, the Contractor shall review the risk management strategies with the Lottery.

Contractor shall utilize a commercially reasonable number of personnel, in addition to automated systems, to pro-actively manage the risk profile in New Hampshire and to re-price events consistent with the risk management strategy. Contractor shall have 24/7 risk management and trading services available to monitor sportsbook activities.

**4. Bet Settlement**

Contractor will be responsible for settling wagers in a manner consistent with the Contractor's response to the RFP. Contractor will ensure that wagers are settled in a commercially reasonable period of time after the close of the event. Contractor shall notify the Lottery of any requirements to re-settle wagers and the reason for resettlement.

**5. Project Management**

Utilizing the individuals identified in this Agreement, the Contractor will be responsible for providing project management for the sports betting operations within the State. Contractor shall provide a primary point of contact for the Lottery. The Project Manager will ensure that the sportsbook operations are operating in compliance with the law, regulations and contractual requirements including but not limited to:

- i. Regularly meeting with the Director of Sports Betting or their designee to review the status of the sports betting project;
- ii. Filing all necessary reports with the Lottery within the specified timeframes;
- iii. Cooperating with all licensing and enforcement division officials during their investigations, audits, and compliance checks;
- iv. Meeting with the Lottery marketing and sales team to coordinate messaging and marketing programs;
- v. Reviewing risk management strategy, liability, and performance;
- vi. Ensuring accurate and timely financial reports to the Lottery.

**6. Payment Processing**

Contractor is responsible for procuring payment processing services to support the sports

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

wagering operations. Contractor will ensure that all websites and retail locations are PCI compliant and shall furnish an attestation of PCI compliance annually.

**7. Customer Service/ Retailer Service and Training**

Contractor will provide a customer support team including web chat and e-mail support for New Hampshire sports bettors. This support team may be consolidated with support for other jurisdictions. Further, Contractor shall ensure that all subcontractors/retail partners are properly trained with respect to the sports betting equipment and proper internal controls for retail operations.

**8. Technical/IT Assistance**

Contractor shall provide a technical support team to address Online Platform software, hardware and networking issues incurred by the Lottery. Contractor shall provide 24 by 7 coverage for these support operations.

**9. Marketing and CRM**

Contractor shall be responsible for all industry-standard Platform advertising and customer relationship management ("CRM") needs of the Platforms. Contractor agrees to cooperate with the Lottery in forming a New Hampshire marketing plan that will coordinate with Contractor's national marketing. Contractor and Lottery will further meet to set a budget for promotional activities on the Platform. Lottery agrees to contribute no less than \$250,000 per year of the Term (calculated using industry standard market cost per impression rates) towards mutually agreed upon advertising promoting the Platform. The Parties agree that "Promotional Payments" such as bonuses, DK dollars, DK crowns, odds boosts, free play and free bets, and loss insurance/rebates shall not be considered part of the calculation of Gross Gaming Revenue as further set forth in Exhibit B. The Parties further agree that Promotional Payments may not exceed 15% of Gross Gaming Revenue for the Mobile Platform unless authorized by the Lottery. Any use of co-branding will need the express agreement of the Lottery before use or publication by the Contractor, which shall not be unreasonably withheld, conditioned, or delayed.

Contractor and Lottery will further meet to set a budget for a retailer incentive program. The Parties agree that "Retail Promotional Payments" in the forms of commissions and incentives for retail sports book location owners shall not be considered part of the calculation of Gross Gaming Revenue for the Retail Platform as further set forth in Exhibit B. The Parties further agree that Retail Promotional Payments may not exceed 10% of Gross Gaming Revenue for the Retail Platform.

Contractor agrees to use commercially reasonable efforts to cooperate with Lottery and its vendors on mutually agreed upon cross-promotional advertising and marketing opportunities.

All advertising must conform to the advertising standards set forth in the Responsible Gaming plan approved by the Lottery. The Lottery reserves the right to request Contractor to remove advertising that is in violation of the Responsible Gaming Plan, is offensive in nature, or in the reasonable opinion of the Lottery negatively impacts the public's opinion on the integrity of the Lottery.

Date: 11/8/19  
Contractor Initials: J.D

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

Contractor and Lottery agree to cooperate on search engine optimization and word search advertising so as to not cause confusion between the Contractor's products and the Lottery's non-sports betting products.

**10. Data Feeds and Sports League Fees**

Contractor shall be responsible for procuring data feeds and any applicable Sports League Fees for events offered within the State. Whenever commercially reasonable, the Contractor shall make efforts to procure official data feeds. Contractor shall publicize the provider of the data feeds used to determine the outcome of wagers when the outcome of the wager is not based on the official result or outcome of the sporting event (Win, Loss, Tie, Knock-out) and is instead based on other aspects of the result (yards gained, assists, face-offs won).

**Section VI - Project Support/Corporate Citizenship**

The Parties agree that providers of sports betting services should be engaged in the communities where they are offering these services towards that end, during the term of the contract, the Contractor agrees to establish a permanent office in New Hampshire to serve as a hub for current employees and for the New Hampshire staff fulfilling the obligations under this Agreement. Contractor agrees to establish this office by April 15, 2020 and the office shall have a square footage of approximately 2,000 sq. ft.

**Section VII – Compliance**

**1. Age Verification**

Contractor will be responsible for ensuring that all Platform players are at least 18 years of age. With respect to the mobile platform, Contractor will institute an age verification solution consistent with the Contractor's response to the RFP. Lottery shall approve the age verification method prior to operation by the Contractor. In retail establishments, Contractor shall be responsible for training all personnel to request identification for the purposes of verifying age at each till. Contractor shall also be responsible for ensuring that any self-service equipment include an age verification component as applicable or needed depending on security checkpoints at a Retail Platform location.

Failure to prohibit wagering by underage players shall subject the Contractor to liquidated damages as set forth in Exhibit D. Repeated failures to prohibit play by underage players may result in default and termination of the Contract.

**2. Identity Verification**

Contractor is responsible for verifying the identity of any prospective Platform bettor before offering account based wagering. Contractor must take all commercially reasonable steps to ensure that the person creating an account is the person that they are purporting to be and that they are not prohibited from wagering on sports in the state. Contractor's identity verification solution shall be consistent with the

Date: 11/8/19

Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

proposed solution set forth in Contractor's response to the RFP. Lottery shall review and approve the identity verification solution prior to Contractor beginning operations. For non-account wagering, Contractor shall take reasonable steps to ensure that wagers are not being placed by prohibited sports bettors or on behalf of third-parties.

Failure to take reasonable steps to restrict wagering by prohibited sports bettors shall subject the Contractor to liquidated damages as set forth in Exhibit D. Repeated failures to prohibit play by prohibited sports bettors may result in default and termination of the Contract.

**3. Geolocation**

Contractor is responsible for ensuring that all Platform bettors are physically within the State of New Hampshire when making a wager with the Contractor. Contractor shall utilize a solution consistent with their response to the RFP. For mobile devices, geolocation solution must be multi-factored to ensure that known spoofing, virtual private network or other software does not defeat the geolocation feature. Lottery strongly prefers a plug in feature or a feature embedded in a mobile application. Contractor shall be responsible for live testing the solution in New Hampshire before it begins operation. The geolocation solution must be approved by Lottery before Contractor begins operation.

Failure to prohibit wagering by out of state players shall subject the Contractor to liquidated damages as set forth in Exhibit D. Repeated failures to prohibit play by out of state players may result in default and termination of the Contract.

**4. Surveillance**

Contractor shall provide for video surveillance at all retail locations. The surveillance shall, at a minimum, cover all entrances and exits, all self-service kiosks and tills and any locations where cash is transported, handled or counted. Surveillance shall be recorded in color and shall be of sufficient clarity to clearly identify patrons, employees, cash denominations and text of betting tickets. Drops from kiosks or tills must be monitored by the surveillance system. Surveillance system minimum requirements and storage shall meet the standards set forth in RSA 287-D:15, II and III.

**5. Confidentiality**

Contractor shall be responsible for ensuring that all personal identifying information and payment card information is handled confidentially, securely and in compliance with all applicable legal and industry regulations.

**6. Physical and Logical Security**

Contractor is responsible for ensuring the physical and logical security of their sports betting systems and operations in the state. At a minimum, all wagering equipment including tills, kiosks and servers should be in secure areas or locked so that cash and critical components are not accessible to non-

Date: 11/8/19  
Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

authorized persons. Contractor should ensure that all secure components of the Online Platform are password protected and that privileges are provided on a least access necessary basis. Contractor will be responsible for periodically reviewing user access privileges and providing written notification to Lottery.

**7. Background Checks**

Contractor shall be responsible to perform pre-employment checks on all employees assigned to the New Hampshire Platforms. No Contract Managers, Project Managers, or Key Project Staff shall be assigned to work under this Contract unless they meet the suitability determination set forth in RSA 287-D:14, IX. Lottery may make exceptions to those requirements for good cause shown.

Contractor shall provide a list of all employees assigned to the project at once annually with a certification that the Contractor has done a background check and that the Contractor believes that the employees meet the background requirements required under this agreement.

**8. Fraud Detection and Prevention**

Contractor shall be responsible for having policies and procedures in place to prevent and detect fraud in all areas of the Platform in accordance with industry standards. These policies should be outlined in the Internal Control Policies, SOC Reporting and Security Reporting required under this Agreement.

**9. Integrity Monitoring and Reporting**

Contractor shall have an affirmative duty to inform the Lottery when it detects an issue which impacts or potentially impacts the integrity of a sporting event or the wagering market in New Hampshire. Contractor shall be a current member of SWIMA or similar integrity monitoring system throughout the term of the Contract. Contractor will reasonably cooperate in any integrity monitoring investigations as directed by the Lottery.

**10. System Security Report**

Pursuant to RSA 287-I:8, II, Contractor shall provide an initial security system report for the sports wagering system identifying the elements set forth in the statute. This report shall be approved by the Lottery prior to offering wagering and each year thereafter.

**11. House Rules**

Pursuant to RSA 287-I:8, III, Contractor shall provide an initial set of house rules as set forth in the statute. These rules shall be approved by the Lottery prior to offering wagering and each year thereafter.

**12. Cash Reserve Policies**

Date: 11/8/19  
Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

Contractor shall be responsible for ensuring there is enough cash available to cover any and all liabilities at each Retail Platform location.

**13. Anti-Money Laundering**

Contractor shall adopt Anti-Money Laundering (“AML”) policies for its sports wagering operations. Upon request, Contractor will provide a copy of the then current AML policies for the organization and operations to the Lottery.

**Section VIII – Responsible Gaming**

Pursuant to RSA 287-I:8, V, Contractor shall provide a Responsible Gaming Plan to be reviewed and approved by the Lottery. The plan shall provide an overview of the Contractor’s training, procedures, and technology tools to detect and prevent problem gaming. The plan must at a minimum address the ability for a player to self-exclude, RG messaging that will be made available on the betting platforms or at betting establishments and advertising and marketing standards.

Lottery shall have the right to require additions to the Responsible Gaming plan that are commercially reasonable at any point during the term of this agreement.

**Section IX - Accounting Controls and Financial Reporting**

**1. Financial Reports**

Contractor will provide all reasonable financial reports requested by the Lottery as may be necessary to determine the parties financial obligations under the contract. Prior to the start of operations, Contractor and Lottery will meet to establish a mutually agreed upon reporting structure and format.

**2. ISO 27001 Compliance**

Contractor will comply with ISO 27001 audit standards and provide industry standard third party security reports annually to Lottery.

**3. IRS Reporting**

Contractor will be responsible for generating and producing W2G reports as required by the Internal Revenue Service. Contractor further agrees to comply with all other applicable IRS reporting and compliance requirements, including completing IRS/FinCEN Form 8300 for cash transactions in excess of \$10,000.

**4. Independent Verification of Transactions**

Contractor agrees to work with Lottery to find a mutually acceptable solution for creating and

Date: 11/8/19

Contractor Initials: TP

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01

---

storing a verifiable record of transactions from the sports wagering system. As proposed, the system shall generate the report and export the contents in a locked PDF format which cannot be manipulated without evidence of the action taken. The report contents are defined in a SQL procedure that cannot be manipulated by the report requestor. The logic contained in the SQL procedure is verified by Contractor's regulatory analysts and deployed to Contractor's data warehouse. The report requestor accesses the report logic and initiates the PDF delivery export via Contractor's *Tableau* data analysis platform. This static document is transmitted to the Lottery via their preferred mechanism: email, SFTP, or Google Drive.

Date: 11/8/19  
Contractor Initials: TP

**EXHIBIT B**

**PRICE**

Contractor agrees to pay Lottery 51% of all Gross Gaming Revenue ("GGR") generated from the Online Platform within the State of New Hampshire.

Contractor agrees to pay Lottery 50% of all GGR generated from the Retail Platform within the State of New Hampshire.

GGR is defined as monies received from sports wagers less monies paid out for winning sports wagers. No operational expenses may be factored into the calculation of Gross Gaming Revenue and such expenses will be paid by the Contractor unless otherwise indicated in this agreement.

For purposes of calculating Retail Platform GGR, the parties shall calculate monies received from sports wagers less monies paid out for winning sports wagers less monies won but not paid out for winning sports wagers plus expired unpaid winning tickets and unredeemed vouchers.

The Parties agree that Promotional Payments and Retail Promotional Payments made pursuant to Section V, Paragraph 9 shall not be considered part of the calculation of Gross Gaming Revenue. Furthermore, Promotional Payments (capped at 15% of Gross Gaming Revenue for the Online Platform) and Retail Promotional Payments (capped at 10% of Gross Gaming Revenue for the Retail Platform) may be deducted from Gross Gaming Revenue before the payments of 51% of Online Platform Gross Gaming Revenue and 50% of Retail Gross Gaming Revenue.

Contractor shall make weekly payments to the Commission with an accounting for the calculation of GGR for the week. Weeks will run between Sunday to Saturday for accounting and payment purposes.

Date: 11/8/19

Contractor Initials: JO



**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

**EXHIBIT C**

**SPECIAL PROVISIONS**

1. Paragraph 4 of Form P-37 is deleted and replaced as follows:

“The Parties agree that the funding for this Agreement is based on a share of revenue generated pursuant to the activities to be performed under the Agreement, and therefore no appropriation is required for the performance of the Agreement. In the event that an appropriation is necessary for the parties to perform their obligations, the Parties agree that such obligations are conditioned on the continued availability and appropriation of funds.

2. Paragraph 5.2 of Form P-37 is deleted and replaced as follows:

“The Contractor’s defined share of Gross Gaming Revenue (as defined by Exhibit B) shall be the only and 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 complete compensation to the Contractor for the Services.”

3. Paragraph 7 of Form P-37 is deleted and replaced as follows:

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

Unless otherwise authorized in writing, during the term of this Agreement, each party shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is directly engaged in a combined effort to perform or utilize the Services to hire, any person who is an employee of the other party, provided nothing hereunder shall preclude a party from hiring an employee of the other party which responds to an un-targeted job post or general solicitation for employment. This provision shall survive termination of this Agreement.

The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.”

4. Paragraph 9.2 of Form P-37 is deleted.
5. Paragraph 10 of Form P-37 is deleted.

Date: 11/8/19  
Contractor Initials: JD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

6. Paragraph 12 of Form P-37 is deleted and replaced as follows:

“The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent (not to be unreasonably withheld, conditioned, or delayed).”

7. Paragraph 13 of Form P-37 is deleted and replaced as follows:

The Contractor (the “**Indemnifying Party**”) shall indemnify, defend, and hold the Lottery and State, including all employees, agents, successors and assigns (collectively, the “**Indemnified Party**”) harmless against all liability, obligations, losses, damages, injuries, penalties, fines, claims, suits, costs, actions, expenses, and disbursements (actual or contingent) (including reasonable outside attorneys’ fees, expenses, and costs) that the Indemnified Party may suffer or incur as to third-parties to the extent a result of:

- any breach by the Indemnifying Party (directly or by any of its affiliates or subcontractors) of its representations, warranties, covenants, or obligations under or pursuant to this Agreement, or any other term or condition contained in this Agreement;
- failure of the Indemnifying Party (directly or by any of its Affiliates or subcontractors) to comply with applicable Laws;

With regard to indemnification, whenever the Indemnifying Party has an obligation to indemnify the Indemnified Party under this Agreement, the following procedures shall apply:

- upon obtaining knowledge of any claim or allegation that could give rise to indemnity, the Indemnified Party shall promptly notify the Indemnifying Party of any such claim or allegation; *provided, however*, the failure or delay to provide such notice shall only limit the Indemnifying Party’s obligations to the extent the Indemnifying Party was prejudiced thereby; and
- the Indemnified Party shall make no admissions or settlement agreements in relation to such claim or allegation without the Indemnifying Party’s prior written consent (not to be unreasonably withheld, conditioned or delayed, and so long as the Indemnifying Party has acknowledged its indemnification obligations with respect to such claim or allegation and has otherwise previously indemnified the Indemnified Party against all documented costs and expenses with respect thereto, in the event an Indemnified Party violates this section (ii), Indemnified Party shall have no further right to indemnification hereunder), and,
- the Indemnifying Party shall have the right to assume the defense of any such claim or allegation with respect to which the Indemnified Party is entitled to indemnification hereunder (a “**Claim**”). If the Indemnifying Party assumes such defense, (a) such defense shall be conducted by counsel selected by the Indemnifying Party and approved

Date: 11/8/19  
Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

by the Indemnified Party, such approval not to be unreasonably withheld, conditioned or delayed (provided that the Indemnified Party's approval shall not be required with respect to counsel designated by the Indemnifying Party's insurer); (b) so long as the Indemnifying Party is conducting such defense with reasonable diligence, the Indemnifying Party shall have the right to control said defense and shall not be required to pay the fees or disbursements of any counsel engaged by the Indemnified Party except if a material conflict of interest exists between the Indemnified Party and the Indemnifying Party with respect to such Claim or defense; and (c) the Indemnifying Party shall have the right, without the consent of the Indemnified Party, to settle such Claim, but only if such settlement involves only the payment of money, the Indemnifying Party pays all amounts due in connection with or by reason of such settlement and, as part thereof, the Indemnified Party is unconditionally and fully released from all liability in respect of such Claim. The Indemnified Party shall have the right to participate in the defense of such Claim being defended by the Indemnifying Party at the expense of the Indemnified Party, but the Indemnifying Party shall have the right to control such defense (other than in the event of a material conflict of interest between the parties with respect to such Claim or defense).

The Lottery represents that it is not legally permitted to indemnify the Contractor pursuant to RSA 9:19 and 9:20. Lottery agrees that it is responsible for claims that arise solely out of its own conduct or negligence and that the indemnity obligation of the Contractor will not be triggered by a claim arising solely out of Lottery's conduct or negligence.

8. Paragraph 14.1.2 of Form P-37 is deleted.

9. Lottery acknowledges that DraftKings Inc. has established DK Player Reserve LLC as a legally separate and independent subsidiary for the sole purpose of holding and managing a segregated account (within the meaning of 940 C.M.R. 34.00) restricted to funds owned by DraftKings Inc. daily fantasy sports players (the "Segregated Account"). The sole purpose of the Segregated Account shall be to hold customer deposits and player winnings with respect to daily fantasy sports. State hereby acknowledges and agrees that funds in the Segregated Account are properties of DK Player Reserve LLC and do not belong to DraftKings, Inc. and shall not be available to pay any of State claims. State further covenants and agrees that it shall under no circumstances sue or otherwise assert a claim against DK Player Reserve LLC or the funds in the Segregated Account and hereby waives any and all of such claims which may now or hereafter exist under applicable law.

Subject to the limited licenses described in this Agreement, as between Lottery and Contractor, each party will exclusively own and control its respective intellectual property. All goodwill that accrues from the licensed use of a party's trademarks,

Date: 11/8/19  
Contractor Initials: JD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

copyrights, and rights of publicity hereunder will inure exclusively to the party that owns the respective trademark, copyright, or right of publicity.

Date: 11/8/19  
Contractor Initials: JO

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01

---

**EXHIBIT D**

**SERVICE LEVEL AGREEMENTS**

For the purposes of this section the term "Incident" shall mean the event during which Contractor failed to meet the service level agreement outlined pursuant to this Exhibit D. Damages will be assessed based on the numbers of events themselves, not the number of individual times an individual or group experienced a failure during the event.

1. Contractor will be assessed Liquidated Damages of up to \$2,500 for the first Incident where an underage player is permitted to bet on Contractor's Online Platform or in a retail location. The Liquidated Damages will be escalated up to \$5,000 on the second Incident and up to \$20,000 for each additional Incident, in each case as determined in the reasonable judgment of the Lottery.

2. Contractor will be assessed Liquidated Damages of up to \$2,500 for the first Incident where an out of state player is permitted to bet on Contractor's Online Platform. The Liquidated Damages will be escalated up to \$5,000 on the second Incident and up to \$20,000 for each additional Incident, in each case as determined in the reasonable judgment of the Lottery.

3. Contractor will be assessed Liquidated Damages of up to \$2,500 for the first Incident where Contractor negligently permitted a prohibited sports bettor from making a bet. The Liquidated Damages will be escalated up to \$5,000 on the second Incident and up to \$20,000 for each additional Incident, in each case as determined in the reasonable judgment of the Lottery. All bets taken from prohibited sports bettors shall be voided.

4. Contractor shall ensure that the Contractor's Online Platform is Available, as measured over the course of each calendar month during the Term (each such calendar month, a "Service Period"), at least 99.5% of the time, excluding only the time the sportsbook platform is not Available solely as a result of one or more Exceptions (the "Availability Requirement"). "Available" means the sportsbook platform is available and operates for access and use by the Lottery and its players over the internet in material conformity with the Contractor's normal functionality.

No period of sportsbook platform degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

- a. Failures of the Lottery's, or any individual player's, internet connectivity;
- b. Internet or other network traffic problems other than problems arising in or

Date: 11/8/19  
Contractor Initials: TD

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 2020-01**

---

from networks actually or required to be provided or controlled by the Contractor or its Subcontractors; or

- c. The Lottery's or any individual player's failure to meet any minimum hardware or software requirements set forth in the Sportsbook Platform Functional Specifications;
- d. Scheduled or emergency maintenance;
- e. Downtime tied to the modification requests of Lottery or due to compliance with legal process.

Date: 11/18/19  
Contractor Initials: TD

5. If the sportsbook platform fails in any respect to meet or exceed the Availability Requirement in any month, such failure shall be subject to Liquidated Damages in the following amounts:

- (a) If the sportsbook platform is not Available 99.5% of the time but is available more than 99.0% of the time, then in addition to any other remedies available under this Agreement or applicable Law, the Lottery shall be entitled to a credit in the amount of \$15,000 for each such month;
- (b) If the sportsbook platform is not available more than 99.0% of the time, then in addition to any other remedies available under this Contract or applicable Law, the Lottery shall be entitled to a credit in the amount of \$30,000 for each such month.

If the actual Availability of the sportsbook platform is less than the Availability Requirement in three consecutive months, then, in addition to all other remedies available to the Lottery, the Lottery may terminate this Agreement on written notice to the Contractor.

6. Contractor shall not offer an event or wager type in New Hampshire unless it has been approved by the Lottery. Any Incident of offering unapproved events or wagers within the state shall be subject to Liquidated Damages of up to \$5,000 for the first Incident and up to \$15,000 for each additional Incident, in each case as determined in the reasonable judgment of the Lottery.

7. Any violation by the Contractor of the agreed upon Risk Management Plan, including but not limited to a failure to procure Lottery sign-off on large scale wagers as identified by the plan, shall be subject to Liquidated Damages in the amount of up to \$15,000 for the first Incident and up to \$25,000 for each additional Incident, in each case as determined in the reasonable judgment of the Lottery.

8. Any violation by the Contractor of the agreed upon Responsible Gaming Plan, including but not limited to failure to follow advertising standards set forth in the plan, shall be subject to Liquidated Damages in the amount of up to \$5,000 for the first Incident and up to \$15,000 for each additional Incident, in each case as determined in the reasonable judgment of the Lottery.

9. Any failure by the Contractor to adhere to approved House Rules shall be subject to Liquidated Damages in the amount of up to \$10,000 for the first Incident and up to \$25,000 for each additional Incident, in each case as determined in the reasonable judgment of the Lottery.

Date: 11/8/19  
Contractor Initials: JP

**EXHIBIT E**

**RFP LOT 2020-01**

RFP Lot 2020-01 is attached hereto as Exhibit E.

Date: 11/8/19  
Contractor Initials: TD



**EXHIBIT F**

The Contractor's proposal in response to RFP Lot 2020-01 is incorporated herein by reference.

Date: 11/8/19  
Contractor Initials: TD

# State of New Hampshire

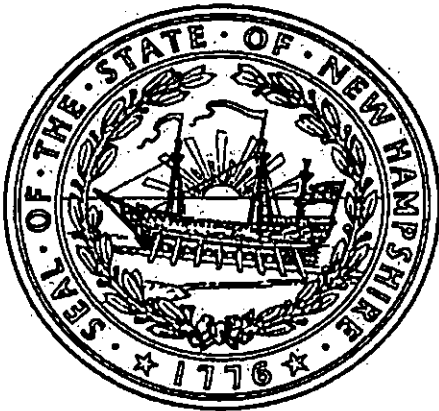
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CROWN NH GAMING LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 28, 2019. 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: 830061

Certificate Number : 0004611301



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of October A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

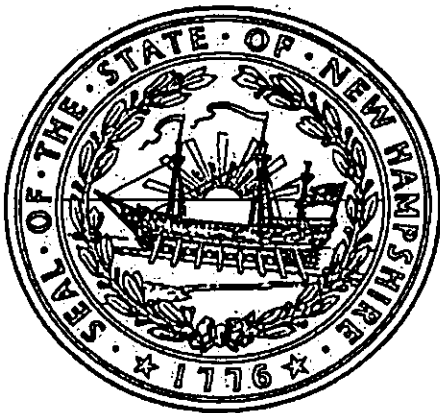
William M. Gardner  
Secretary of State

**State of New Hampshire**  
**Department of State**

CERTIFICATE OF EXISTENCE  
OF  
CROWN NH GAMING LLC

This is to certify that CROWN NH GAMING LLC is registered in this office as a Delaware Limited Liability Company to transact business in New Hampshire on 10/28/2019 1:27:00 PM.

Business ID: 830061



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of October A.D. 2019

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



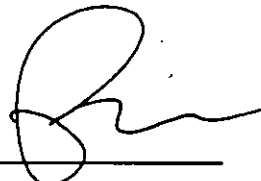
THE GAME INSIDE THE GAME.

**Limited Partnership or LLC Certification of Authority**

I, Paul Liberman, hereby certify that I am the President of Crown New Hampshire Gaming LLC a limited liability partnership under RSA 304-B or limited liability company under RSA 304-C. I certify that Timothy Dent is 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.

DATED: 11/14/2009

ATTEST:   
Paul Liberman, President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/07/2019

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> Charles River Insurance Brokerage, Inc. 5 Whittier St., 4th Floor  Framingham MA 01701	<b>CONTACT NAME:</b> Andrew E Schneckloch	
	<b>PHONE (A/C No. Ext):</b> (508) 656-1400	<b>FAX (A/C No.):</b> (508) 656-1499
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hanover Insurance Company		22292
<b>INSURER B:</b> Westchester Surplus Lines Insu		10172
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                                      **CERTIFICATE NUMBER:** Cert ID 5047                                      **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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G28174032004	10/07/2019	10/07/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			G28174032004	10/07/2019	10/07/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 100,000			G28193488004	10/07/2019	10/07/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Misc Rented Equipment</b>			REND251561	04/26/2019	04/26/2020	\$ 300,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Crown NH Gaming is listed as Additional Insured with regards to General Liability when required by written contract.

<b>CERTIFICATE HOLDER</b>  New Hampshire Lottery Commission  14 Integra Drive  Concord NH	<b>CANCELLATION</b>  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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/13/2019

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> Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b> 	
<b>INSURED</b> DraftKings, Inc. 222 Berkley Street 5th Floor Boston MA 02116 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Transportation Insurance Co.	20494
	<b>INSURER B:</b> Endurance American Specialty Ins Co.	41718
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570079231063**      **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC650383901	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT    \$1,000,000 E.L. DISEASE-EA EMPLOYEE    \$1,000,000 E.L. DISEASE-POLICY LIMIT    \$1,000,000	
B	Cyber Liability			PRO10014016800 SIR applies per policy terms & conditions	11/17/2018	11/17/2019	Aggregate Limit	\$10,000,000

Certificate No : 570079231063

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Crown NH Gaming is included as an Additional Named Insured. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the workers Compensation - Casualty policy.

<b>CERTIFICATE HOLDER</b>  New Hampshire Lottery Commission 14 Integra Drive Concord NH 03301 USA	<b>CANCELLATION</b>  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  <i>Aon Risk Insurance Services West Inc.</i>
---	--

©1988-2016 ACORD CORPORATION. All rights reserved.




**Insurance Policy Certification**

I, Timothy Dent, hereby certify that I am the Chief Compliance Officer of DraftKings Inc., a Delaware corporation with its principal address at 222 Berkeley Street, 5<sup>th</sup> Floor, Boston, MA 02116. I certify that I have the authority to bind the corporation.

I further certify that all insurance policies held by DraftKings Inc. extend to, and shall provide coverage for its wholly owned subsidiaries, including Crown NH Gaming LLC, for the purposes of Crown NH Gaming LLC's obligations under the New Hampshire Lottery Commission Contract.

DATED: November 8, 2019

ATTEST:

  
*Timothy Dent, Chief Compliance Officer*

# **EXHIBIT E**



# STATE OF NEW HAMPSHIRE LOTTERY COMMISSION



## RFP LOT 2020-01 Sports Wagering System and Services

August 7, 2019



Over \$2 Billion and Counting for our Schools

**STATE OF NEW HAMPSHIRE  
LOTTERY COMMISSION**

**Sports Wagering System and Services  
RFP LOT 2020-01**

**SECTION 1 – Overview and Schedule**

**A. Executive Summary**

Pursuant to RSA 287-I the New Hampshire Lottery Commission (“Lottery”) has been authorized to conduct and regulate sports wagering within the State of New Hampshire through the use of contracted agents and vendors. This legislation allows three channels of sports wagering. First, through an internet mobile platform (Mobile Channel). Second, through physical sports book retail locations (Retail Channel). Finally, through traditional lottery retailers (Lottery Channel). A copy of the relevant statutory language is attached to this Request for Proposal (RFP) as Appendix A. This RFP seeks proposals from prospective agents for sports wagering systems and services for all three channels. Proposers may submit a proposal for one, two, or all three channels. The Lottery reserves the right to select one Proposer or multiple Proposers within the limits set forth in RSA 287-I.

Proposers for all three channels will be asked to propose full-service solutions. The Lottery considers full service to include hardware, software, data networks, and fully integrated sports book services including market creation, market and event management, risk management, player acquisition and customer relationship management (CRM), responsible gaming program and integrity monitoring. The lottery currently utilizes a player account management (PAM) system and player wallet procured from Neo Pollard Interactive to support the New Hampshire iLottery platform. Proposers may propose an integration with the existing PAM system and player wallet or may propose a separate solution and payment process services. All such services must include Know Your Customer (KYC), Anti-Money Laundering (AML), and geo-location services. Regardless of the PAM system utilized, the Lottery strongly prefers a single sign-on functionality for both iLottery and sports betting platforms. All servers initiating wagers for the sports wagering platform must be located within the State of New Hampshire and the agent(s) must make all reasonable efforts to ensure that data relating to sports wagering remains within the State of New Hampshire.

Proposers wishing to submit a proposal for the Retail Channel should be aware of the requirement for local approval of the location within each city or town as set forth in RSA 287-I:6. In New Hampshire, the majority of cities hold local elections in November of odd numbered years. Towns generally hold town meetings or elections in March of every year. Due to the timing of these elections, the Lottery has informed the municipalities that have elections this fall that they will need to consider the issue of sports betting retail locations in their city during this election cycle or delay potential implementation until November of 2021. Towns will be able to consider approval of sports book retail locations in the spring of 2020.

A city or town approving a sports book retail location in their community does not guarantee that the municipality will be awarded a location, nor will the locations be awarded on a first come first serve basis. Rather, the Lottery will ask potential agents to propose locations and will approve locations that are in the best interests of the agent, Lottery and the State pending local approval pursuant to RSA 287-I:6 and any other required local permitting, licenses and approvals.

Pursuant to RSA 287-I:3 this procurement will be conducted in separate stages. This RFP will request submission of technical proposals and qualifications as set forth in detail in this document. After submission of technical proposals, and at the option of the Lottery, oral presentations and product demonstrations, the Lottery will select a number of Proposers who are best qualified to be sports betting agents based on the scoring criteria set forth in this document. Those Proposers will then be asked to provide a price proposal based on a percentage share of net gaming revenue from sports betting being paid to the Lottery. The Lottery may allow for varied price proposals based on factors including the agent operating multiple channels and the number of agents contracted for each channel. Proposers are advised that only the most qualified Proposers will be selected for invitation to submit price proposals and be eligible for award of a contract.

It is the Lottery’s intent to begin offering sports wagering as soon as practical after execution of the contract(s).

**B. Schedule**

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

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	August 7, 2019	
Proposer Inquiry Period Ends	August 26, 2019	4:00 PM
Final Agency Responses to Proposer Inquiries	September 4, 2019	4:00 PM
Proposers Submit Technical Proposals	September 16, 2019	4:00 PM
Estimate Timeframe for Proposer Oral Presentations and Interviews (by invitation)	Week of September 30, 2019	
Price Proposal Due (by invitation)	October 10, 2019	
Estimated Notification of Selection and Begin Contract Negotiations	October 17, 2019	
Estimated Date of Approval of Final Contract	November 20, 2019	

## **SECTION 2 – Description of New Hampshire Lottery/Existing Lottery And State Gaming Infrastructure**

The Lottery is an executive branch commission of the State of New Hampshire that is responsible for operating lottery sales and for regulating charitable gaming within the State. For the Fiscal Year 2019, the Lottery reported over \$384 million in revenue and generated a net profit of over \$100.7 million.

Pursuant to RSA 287-I, the Lottery is responsible for the operation and regulation of sports wagering within the State of New Hampshire. Lottery will operate the games through selected agents and vendors and also regulate the activities of the vendors and agents. The Lottery anticipates three distinct channels of sports wagering. First through an online internet based mobile platform (Mobile Channel), second through no more than 10 physical sports book retail locations (Retail Channel) and finally parlay and proposition sports wagers through a segment of the Lottery's existing network of approximately 1,400 retailers (Lottery Channel). The Mobile Channel is permitted to offer all three tiers of wagering as defined in RSA 287-I. The Retail Channel is permitted to offer Tier I and III wagers and the Lottery Channel is permitted to offer Tier III wagers only.

The Lottery launched an online/mobile lottery platform on September 4, 2018, which allows players to play e-instant tickets and purchase multi-state jackpot games. As of the end of June 2019, the Lottery had more than 46,000 registered iLottery users with more than 23,000 players having made at least one deposit on the system. As part of this iLottery platform, the Lottery has procured a (PAM) system and player wallet that is supplied and managed by NeoPollard Interactive.

The Lottery currently regulates 15 charitable game rooms throughout the State of varying sizes. The rooms and gaming employees are licensed through the Lottery after review of applications and background checks. Additionally, the game rooms are equipped with surveillance that has been reviewed and approved by the Lottery. Proposers for the Retail Channel are encouraged to review the existing game rooms within the State and determine if any of those existing facilities can be leveraged to offer retail sports betting.

The Lottery has over 1,400 lottery retailers within the State. The retail network is connected to a central gaming system operated by Intralot, Inc. The Lottery retail equipment is connected to the gaming system by a combination of cellular, satellite, and internet networks. Retailers utilize MP machines (kiosks), Microlots (desktop units), and LTVMs (vending machines). The Lottery has approximately 180 Keno retailers who utilize MPs in bar and tavern/adult environments.

## **SECTION 3 – Process for Submitting a Proposal**

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

Proposals submitted in response to this RFP must be received by Lottery no later than the time and date specified in the Schedule section herein. **Proposers may submit a single proposal for multiple channels but must clearly state what channels they are proposing to service in the introduction to the proposal. Proposers who submit for multiple channels may be awarded less than all of the channels proposed.** All proposals must be accompanied by an executed transmittal letter form, which is attached to this RFP as Appendix B. Proposals may be submitted by U.S. Mail, Delivery Service or in Person. Proposals must be addressed to:

**State of New Hampshire Lottery Commission**  
c/o Charles McIntyre, Executive Director  
14 Integra Drive, Concord NH 03301

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE  
RESPONSE TO RFP LOT 2020-01  
Sports Wagering System and 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 Lottery, in accordance with its established policies, as having been received at the location designated above. The Lottery 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 five (5) clearly identified hard copies of the Proposal, including all required attachments;
- b) One (1) original and one (1) clearly identified electronic copy of the Proposal, including all required attachments contained on digital media such as USB drive; and
- c) One 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: Lynda Plante, Deputy Director, [Lynda.Plante@lottery.nh.gov](mailto:Lynda.Plante@lottery.nh.gov)

CC: Amanda Laskey, [Amanda.Laskey@lottery.nh.gov](mailto:Amanda.Laskey@lottery.nh.gov)

Inquiries must be received by the Lottery'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 Lottery 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 Lottery's discretion. The Lottery may consolidate and/or paraphrase questions for sufficiency and clarity. The Lottery 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 Lottery. Official responses by the Lottery 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 Lottery regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. Lottery 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 4 – Proposed Scope of Work**

The successful Proposer(s) will operate a sportsbook within the limits prescribed by RSA 287-1 and all administrative regulations promulgated by the Lottery pursuant to that statute. The selected Proposers will be responsible for the following areas of responsibilities:

### **I. Creation of a New Hampshire Sports Betting Skin (All Channels)**

The successful Proposer(s) will be responsible for the creation and implementation, in consultation with the Lottery, of a “skin” or brand for the sports betting platform. Proposers are advised that they can propose existing skins or brands that are in use in the market, a New Hampshire specific brand or a hybrid skin with the existing brand but identifying the New Hampshire nature of the product. The Proposer will be responsible to refresh their skin at least every three (3) years unless a different timeframe is agreed to between the contractor and Lottery.

### **II. Buildout of Retail Space (Retail Channel)**

The successful Proposer(s) will need to identify up to ten (10) retail environments for the creation of sports books within the State. Each proposed location must be approved by the Lottery. The Proposers will be responsible to build out the space in a manner that is consistent with the approved skin/branding. Each retail environment will be operated in compliance with security and internal controls as approved by the Lottery. The Lottery is seeking retail sports books that are first-rate entertainment venues with commercially appealing location, atmosphere and décor. The Proposer will be responsible to install and operate a sufficient number of tills, kiosks and “bring your device” (BYD) technologies. Retail shops may be stand-alone or co-located with existing adult centered retail environments as approved by the Lottery.

### **III. Customer Acquisition (All Channels)**

The successful Proposer(s) will be responsible for implementing a customer acquisition program. Proposer may utilize e-mail marketing, bonus structures, and affiliate programs to support customer acquisition. Proposer will also be expected to use their resources to market their sports book offering(s) in New Hampshire and coordinate with Lottery’s marketing team and vendors to support advertisement of the overall sports betting program.

### **IV. Sports Betting Platform Hardware, Software and Networking (All Channels)**

The successful Proposer(s) will be responsible for providing a full-scale sports betting platform. Proposer must have an established sports betting software platform that is currently in use in at least three jurisdictions. Proposer will be responsible for procuring and operating at least two servers, one production system and one disaster recovery system, to support sports wagering within the State and any associated equipment including firewalls, UPS, cabling, etc. The Proposer must locate both the primary and disaster recovery server within the State of New Hampshire in a physically secure environment. Proposer will be responsible for ensuring the security of the location. Equipment must be approved by the Lottery. Proposer shall be responsible for all networking for the system. Proposer shall ensure that the system balance loads

during high transaction periods. The Lottery shall be granted access to the sports betting system through a back office portal.

#### V. Local Personnel Support (All Channels)

The successful Proposer(s) shall provide a project manager who will be the primary point of contact with the Lottery. Proposer must also provide 24/7 technical support for the sports betting platform and for retail and lottery equipment utilized in the sports betting program.

#### VI. Sports Betting Services (All Channels)

The successful Proposer(s) shall be responsible for providing all ancillary services required to operate the sports betting platform including event creation, market creation, odds compilation and management, risk management, content management and bet settlement. Each channel should provide relevant customer support and sales support for sports wagering within the channel, including a call center. In addition, the successful Proposer(s) will be responsible for providing real-time or near real-time player analytics, business intelligence reporting and tailored CRM services informed by those analytics.

#### VII. Player Account Management and Player Wallet (Mobile Channel)

The successful Proposer(s) will need to provide a PAM system and player wallet. Proposers may, but are not required to, propose integration with the existing lottery player account management and player wallet. The Proposer will be responsible for ensuring, either directly or through integration of systems the geolocation of a player, KYC requirements including identity, age and eligibility to play, all relevant AML compliance requirements, and fraud protection and detection. Proposer shall either directly, or through integration of systems, accept payments as allowed by New Hampshire law and pay players winnings and refunds. Proposer shall ensure that its payment processing systems are PCI compliant.

#### VIII. Responsible Gaming and Integrity Monitoring

The successful Proposer(s) will have a responsible gaming program that has been reviewed and approved by the Lottery. The plan should include responsible gaming tools that are embedded in the Proposer's systems, policies and procedures. Further, the Proposer will participate in sports integrity monitoring programs or services as approved by the Lottery.

#### IX. Financial Reporting and Auditing

The successful Proposer(s) will be responsible for providing financial reporting on all sports betting activities and for periodically performing internal and third-party audits of their accounting system by reputable third-party companies approved by the Lottery. Proposers will be responsible for providing annual System and Organization Controls II (SOC II) audits, SSAE reporting and all required IRS reporting. Proposers will also be responsible to push transaction data to a trusted independent third-party provider to allow for reconciliation with the Proposer's sports betting transaction data. Proposer(s) will need to work with the Lottery to develop a process for reporting and transfer of the Lottery's revenue share.



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

Proposals shall address in detail the following topics within the page limitations. Proposers shall answer all areas indicated for the channel they are proposing. Due to the fact that this is a recently legalized activity that has not been offered by the State before, Proposers are advised that the Lottery wishes to consider the broadest range of potential goods and services available. When discussing the technical solution, Proposers are encouraged to address a preferred solution while highlighting alternate capabilities that the Proposer may be able to offer to the Lottery in fashioning a sports betting product that fits the New Hampshire market. The Lottery will evaluate the proposals on the strength of the proposed solution and the capabilities of the Proposer to be flexible in their approach as the Lottery learns more about the sports betting market within the State.

The Proposals shall address the following questions:

### **A. Describe the Proposer's History, Business Structure, Experience and Capabilities (All Channels)**

Proposer shall provide the following information:

#### **I. General Information**

- a. Legal Name of the Proposer's business;
- b. Name the Principal(s) of the business;
- c. Name, telephone number and email address of the representative authorized to discuss this Proposal on behalf of the Proposer;
- d. Number of employees of the Proposer's business;
- e. Date of establishment of the Proposer's business;
- f. An organizational chart of the Proposer's business, including all partners and officers;
- g. A list of all parent or subsidiary companies and an explanation of their relationship to the Proposer; and
- h. A list of all owners of greater than 5% of the Proposer's business.

#### **II. Financial Information**

- a. Provide audited financial statements for the previous five (5) years;
- b. A summary of the financial resources available to the Proposer to execute this project; and
- c. Disclose any bankruptcy, insolvency, re-organization involving the Proposer, its parent company, subsidiary companies or any subcontractors that the Proposer intends to rely on to provide services pursuant to this RFP.

If a Proposer experiences a material change in financial condition between the time of proposal and the date of award or during the term of any resultant contract, Proposer must notify Lottery of such change of condition within a reasonable time after that change is known. Financial stability being a key condition for performance of the contract, the Lottery reserves the right to disqualify a Proposal or terminate a resultant contract based on a material change of condition that may impact the Proposer's ability to successfully perform the services sought in this RFP. "Material Change" is defined as any event that, following Generally Accepted Accounting Principles (GAAP) would require disclosure in the annual

report of a publicly traded United States corporation or that would be required to be disclosed under State or Federal law.

### III. Experience and Capabilities

- a. Generally describe the Proposer's business and capabilities with an emphasis on the capability to provide sports betting services associated with the channel being proposed.
- b. Indicate the persons from the Proposer who will be principally responsible for the implementation of the services proposed if the Proposer is awarded a contract. For each person provide their name and job title, biography of their experience in sports betting and their responsibilities in the RFP process and ultimate implementation of services.
- c. List all jurisdictions where the Proposer and parent company have been licensed or otherwise authorized by contract or otherwise to conduct sports betting operations, including the date of licensure or authorization. Please indicate whether the licenses or authorizations granted are still valid and in effect. Please disclose any disciplinary actions taken against Proposer's license or authorization within the last ten (10) years. Please further describe any disciplinary actions taken by any regulatory agency against any owner, partner, officers, directors, employees or agents of Proposer. The same information shall be provided for any subcontractor that the Proposer intends to rely on to deliver services to the Lottery pursuant to this RFP.
- d. Please provide a list of three (3) references, including name, telephone number and email address, of organizations or businesses ("clients") that the Proposer has provided sports betting related services for in the past three (3) years. Please provide for each reference the name of the client, the jurisdictions in which the services were provided, the dates that the services were provided and the volume of the services provided as expressed by the number of registered players or the number of betting transactions handled on an annual basis for that client.

### IV. Integrity and Ethics

- a. Proposer shall identify any conviction, judgment, administrative proceedings or investigations in the past five (5) years by local, state or federal law enforcement authority against the Proposer, its parent company, subsidiary companies or any subcontractors that the Proposer intends to rely on to provide services pursuant to this RFP.
- b. Proposer shall disclose the details of any litigation during the past five (5) years, whether complete or active, involving the Proposer, its parent company, subsidiary companies or any subcontractors that the Proposer intends to rely on to provide services pursuant to this RFP.
- c. Identify any person who will receive a commission or other value from the Proposer or any associated entity if the Proposer is selected to provide sports betting services.
- d. Has the Proposer or any subcontractor that the Proposer intends to rely on been assessed any penalties or liquidated damages during the past two (2) years on any contract. If so, please list the client and the circumstances surrounding the assessment of the penalty or damages.
- e. Has the Proposer or any subcontractor that the Proposer intends to rely on been terminated, either for cause or for convenience during the past five (5) years on any contract. If so, please list the client and the circumstances surrounding the termination.

- f. Has the Proposer, its parent company, subsidiary companies or any subcontractors been the subject of any order, judgment or decree of any state or federal authority barring, suspending or otherwise limiting the right of those businesses to engage in any business, practice or activity.
- g. Identify any actual or potential conflicts of interest that may arise from the award of a contract to the Proposer pursuant to this RFP and identify how the Proposer plans to address any actual or potential conflicts.
- h. Please provide a copy of any letter provided from a regulatory jurisdiction, foreign or domestic, addressing any investigations, findings, fines, fees, and/or discipline relating to sports betting activities.

The Lottery expects complete candor from Proposers in addressing this section. Any lack of candor on these questions may be cause, at the discretion of the Lottery, for immediate disqualification of the Proposal.

**B. How would you propose to design and implement a mobile sports betting platform for the New Hampshire market? (Mobile Channel Only)**

RSA 287-I:7 allows the State of New Hampshire, through its contracted agent(s) to operate all tiers of mobile sports wagering within the State. The Lottery may select one (1) or up to five (5) agents. In narrative form, please address how you would implement a mobile sports wagering platform within New Hampshire. Please note that specific questions addressing technical and compliance parts of the system will be addressed elsewhere in this RFP. Proposers are encouraged within the narrative to address, at a minimum, the following matters:

- a. Branding or skin of a proposed mobile site (existing brand, New Hampshire-specific brand or hybrid) and the rationale behind the selection of the skin;
- b. Player acquisition model, including leveraging of the Lottery's existing player database, advertising and affiliate programs and marketing budget;
- c. Availability of a mobile app either for direct betting or as a portal to a web-based sports betting platform and whether the app conforms to Apple and Android technical requirements in the United States;
- d. Proposed player account management, player wallet, and payment processing systems;
- e. The feasibility of single sign-on with the Lottery's existing iLottery platform;
- f. Timeframe to implement mobile wagering from award of contract;
- g. Proposer's experience in similar markets including lessons learned from those implementations that can be used in New Hampshire;
- h. The effect of having either an exclusive mobile wagering skin or multiple sports wagering skins; and
- i. The Proposer's existing database of potential New Hampshire players.

Proposers are encouraged in this section to address their preferred path and product for implementation while also describing alternatives that can be available to the Lottery in fashioning a mobile sports wagering market. (Page limit 15 pages)

**C. How would you propose to design and implement a retail betting channel in New Hampshire?  
(Retail Channel Only)**

RSA 287-1:5 allows the Lottery, through a contracted agent, to accept all wagers except in-play wagers as defined by the statute at sports book retail locations. There may be no more than 10 such locations within the State that must get approval within each municipality. The Lottery will reserve the right to award less than all ten (10) locations in this RFP, to award all locations to a single agent, or to award multiple agents different locations. In narrative form, Proposers are asked to explain how they would design and implement a retail betting channel within New Hampshire. Proposers are asked to consider the following in their narrative response:

- a. The branding for sports book retail locations including representative photographs and/or renderings of the sports book environment;
- b. The optimal number of retail locations (not to exceed 10);
- c. Proposers experience with retail environments in similar jurisdictions;
- d. The proposed towns or municipalities where Proposer would like to locate retail shops;
- e. Any known locations where Proposer has an agreement or letter of interest to locate;
- f. How Proposer would leverage existing licensed gaming facilities within the state;
- g. Whether Proposer would have stand-alone shops or co-locate with existing retail establishments or a combination of both;
- h. Brand and model of sports betting equipment, such as tills and kiosks to be used in the retail environment;
- i. Proposed size of shops in terms of square footage, number of tills or kiosks to accept bets. If Proposer anticipates varying the size of shops, please advise of the different footprints envisioned;
- j. Marketing and acquisition plan including marketing budget;
- k. Ability to leverage players own mobile devices within the retail environment;
- l. Timeframe for implementation from the date of award;
- m. Number of employees anticipated to be hired at the retail shops;
- n. Proposed hours of operations; and
- o. Overview of internal controls and security requirements for retail environments.

Proposers are encouraged in this section to address their preferred path for implementation of a retail channel while also describing alternatives that can be available to the Lottery in fashioning a retail sports wagering product. (Limit 20 pages).

**D. How would you propose to design and implement a lottery-based sports betting product?  
(Lottery Channel Only)**

Pursuant to RSA 287-I:5, the Commission is authorized to directly engage in Tier III sports wagering and to utilize vendors to support this initiative. Proposers are asked in narrative form to describe how they would design and implement a Tier III sports wagering program in connection with the Lottery's existing lottery retail network. Within the narrative response, the Proposers shall consider the following:

- a. The branding for lottery sports wagering games;
- b. Customer acquisition and advertising plan and budget for Tier III lottery sports wagering;
- c. The types of games/wagers that would be offered within the Tier III sports wagering category including proposed prize payout/house win models;
- d. How would Proposer leverage the existing retailer network;
- e. Would Proposer integrate with existing lottery terminals or require new hardware for lottery retailers;
- f. If the Proposer envisions using separate hardware in lottery retailers, please note the type, brand and model of the hardware with the space requirements;
- g. How would Proposer leverage the Keno retailer subset of the existing retailer network;
- h. What would be the time for implementation from the date of award;
- i. What integration would be necessary with the Lottery's existing lottery gaming system; and
- j. An overview of the internal controls and security requirements in a retail environment.

Proposers are encouraged in this section to address their preferred path for implementation of a lottery channel while also describing alternatives that can be available to the Lottery in fashioning a lottery-based sports wagering product. (Page limit 20 pages).

**E. Proposed Economic Development Within the State (All Channels)**

Pursuant to RSA 287-I:3, the Lottery is required to consider the Proposer's contribution to economic development within the State. The Lottery seeks Proposers who are invested in the New Hampshire market and integrate into the community in which they sell their services. Proposers are asked to address in narrative form how they will contribute to economic development within the State. Specifically, Proposers are asked to address how many and what type of jobs will be created within the State, whether Proposer will move any aspect of their company's operations within the State beyond what is essential to conduct the services required in the contract, whether the Proposer anticipates leasing or purchasing space within the State of New Hampshire, and any other activities that will demonstrate a commitment to the communities of New Hampshire. (Page Limit 8 pages).

## **F. Describe Your Sports Betting Hardware and Software Solution (All Channels)**

Proposer is asked to provide a description of the hardware and software solution it is proposing to utilize if awarded a contract. Please describe the solution including a detailed description and specifications of the following:

- a. The core betting software including middleware applications and services;
- b. The core betting hardware including servers, middleware servers, firewalls, routers, switches;
- c. Retail hardware and software for tills, kiosks, BYD solutions, cash validators and identity validators on self-service machines, payment card readers (Retail and Lottery Channels only);
- d. Ability of system to balance loads and handle high volume transaction periods;
- e. Sports data feeds utilized, including whether the Proposer intends to contract for official data feeds or utilize alternate data feeds;
- f. Risk Management software;
- g. Business Intelligence solution;
- h. CRM software system;
- i. Bet settlement tools if outside of the core system;
- j. Websites and mobile applications (Mobile only);
- k. Geolocation Services;
- l. Player account manager; if not utilizing the Lottery's existing PAM;
- m. Payment processing services;
- n. Player wallet solution;
- o. Hardware and software solution for creating an independent transaction record with a trusted third party; and
- p. Security measures to ensure confidentiality of wagering information, personal information and financial information.

Proposers should highlight both the customer and back end interface with the system. Specifically, the proposal should highlight how the player will engage the system from sign-on account creation, through payment or deposit, play on the system, and withdrawal. Proposers should also describe the back-end or back office system access that would be available to Lottery and the reporting and monitoring capabilities built into the systems.

Proposers should describe how their solution will be constructed in terms of integration with third-party providers. For each such integration, please identify if the Proposer has integrated with that provider before for the specific services or software being proposed in this solution.

Proposer shall provide GLI or similar certifications, if applicable, for each piece of hardware and software that it will rely on in production. Pursuant to RSA 287-I, all servers which initiate sports wagers must be located within the State of New Hampshire. Proposer will be responsible to validate that bettors are eligible to bet and are within the borders of the State of New Hampshire at the time of each wager and at the time of each deposit or payment based on a wager.

Proposers should highlight the availability of their systems including guaranteed uptime, full system redundancy with completely mirrored hardware and software at the primary and disaster recovery locations; automated and operator prompted failover with no or extremely limited interruption and no loss or corruption of data, transaction level synchronization between primary and disaster recovery programs. Proposers are asked to propose guaranteed service levels for the software and hardware solution.

In addition to a narrative response, Proposers are asked to provide specifications for the hardware and software proposed. (Limit 20 pages, plus attached specifications)

### **G. Sports Betting Associated Services (All Channels)**

Proposers should describe how they will provide the services associated with operation of a full scale sports betting environment, including a detailed description of the personnel and processes for each of the following:

- a. Market Creation, Management, and Trading;
- b. Odds Compilation and Management;
- c. Risk Management, including system and manual controls on specific bettors, bet types and bet limits. Proposers should provide a proposed risk management strategy and controls for Lottery's approval while highlighting the ability to change risk management strategies if required;
- d. Bet Settlement;
- e. Project Management;
- f. Customer Relationship Management;
- g. Marketing and Advertising;
- h. Payment Processing;
- i. Customer Service/ Retailer Service and Training; and
- j. Technical/IT Assistance.

Proposers should highlight their capabilities and resources in these defined areas and how they would propose to deploy those capabilities and resources to support New Hampshire sports betting. Proposers should also feel free to highlight additional value-added services that are not specifically identified in this document. (Limit 20 pages)

## **H. Compliance (All Channels)**

Please provide the Proposer's plan, including any existing policies and procedures for compliance with the following statutory requirements:

- a. Age Verification;
- b. Identity Verification;
- c. Geo-fencing/Geolocation (Mobile Channel Only);
- d. Surveillance plans for sports book locations (Retail Channel Only);
- e. Security mechanisms to ensure confidentiality of wagering and personal information;
- f. Physical and Logical Security for the sports betting platform and physical locations including access control;
- g. Employment and contractor background checks;
- h. Identification of Fraud or Suspicious Activity;
- i. Integrity monitoring and reporting including current membership in integrity monitoring programs and systems;
- j. Security system testing of the sports betting platform;
- k. Third-party auditing of financial transactions within the sports betting platform, including if appropriate, an independent control system;
- l. Identification and blocking of Prohibited Sports Bettors as they are defined by RSA 287-1;
- m. Procedures to prevent past posting of wagers;
- n. Cash reserve policies (Retail Locations);
- o. Anti-Money Laundering policies and procedures;
- p. Internal Revenue Service reporting; and
- q. Segregation of Duties.

In addition to a narrative response addressing these issues, Proposers are asked to provide a current example of house rules or betting rules used by Proposer. Proposers are also requested to submit a preliminary security and internal control report and computer security report as required by RSA 287-1:8. Proposer should feel free to address any other compliance programs or procedures not specifically addressed above. (Limit 20 pages plus attachment of house rules and preliminary reports)



## **I. Responsible Gaming (All Channels)**

Proposer shall identify and describe their proposed responsible gaming practices and controls. Proposer shall provide a detailed explanation of their proposed policies, practices and tools related the following areas:

- a. Underage gaming including processes for age verification in each channel that the Proposer seeks to provide services;
- b. Responsible gaming including identification of problem gaming activity and referral for services;
- c. Self-exclusion including detail on the controls in place to prevent marketing to persons that have self-excluded;
- d. Responsible gaming messaging within the system or betting environments;
- e. Advertising and marketing standards including not targeting underage groups, not targeting marginal or at-risk groups;
- f. Proposed betting and/or deposit limits on a daily/weekly/monthly basis; and
- g. Player protection including imposed gaming breaks, wellness or reality checks.

In addition to a narrative response, Proposer may provide any existing corporate policies relating to Responsible Gaming. (Limit 10 pages plus attachments)

## **J. Accounting System and Auditing (All Channels)**

Proposer will describe their proposed accounting and auditing practices including:

- a. Ability to integrate with the State of New Hampshire financial system;
- b. SSAE compliance;
- c. Programs for properly accounting for gross and net revenues, prize amounts and commissions in order to calculate revenue share percentages agreed to under the contract;
- d. System reporting for financial information consistent with GAAP standards;
- e. Internal control standards for financial transactions including segregation of duties;
- f. W-2G reporting and all other aspects of IRS reporting;
- g. Internal auditing processes; and
- h. Third-party auditing, including SOC II reports.

Additionally, the Lottery wishes to implement a system where bet transactions are sent periodically to a trusted third-party source to allow for reconciliation between the independent bet transaction data and the sports betting platform transaction data. Proposers must submit a solution that is procured by Proposer and does not require hosting or support from the Lottery.

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

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

In conducting this RFP, the Lottery is seeking to make a selection of an agent or agents based on the general principles stated below:

1. The Lottery intends to select one or more entities that have substantial history in similar markets, and are of the highest quality and ethical standard in the gaming industry.
2. The Lottery seeks entities that wish to partner with the Lottery in a collaborative manner. RSA 287-I does not create a “tax and regulate model.” Rather, companies will be working as agents of the Lottery and will be evaluated based on their ability to work with the Lottery in creating and operating the New Hampshire sports betting market.
3. The Lottery seeks agents that propose branding and/or retail spaces that are suited to the New Hampshire market and the State’s aesthetic.
4. The Lottery seeks a partner that is invested in the New Hampshire market and is willing to commit long-term personnel and resources to the State.
5. The Lottery is seeking cutting-edge hardware and software solutions that are flexible and can be adapted as the New Hampshire sports betting market becomes more defined.
6. The Lottery seeks an agent that can work with Lottery in creating and managing an overall market strategy and risk management strategy and that has system tools that allow flexibility in these strategies over the course of the contract.
7. The Lottery is seeking a full suite of sports betting services with ongoing project management that will serve as a bridge between the services and the Lottery.
8. The Lottery is seeking companies that are dedicated to identifying and curbing problem gaming within the State and have processes and tools to address these issues.

Based on the principles set forth by the Lottery, each responsive proposal will be evaluated and considered with regard to the following specific criteria:

#### **I. Company Experience, Resources, Financial Stability (125 points)**

Considering the information provided in response to Section 5, I-III, the Lottery will award points based on:

- a. The overall strength and experience of the company in the sports betting space specifically and the legal gaming space generally;
- b. The past experiences of the company performing similar work in analogous markets paying attention to information gleaned from references;
- c. The financial capacity of the company to perform the work proposed, particularly in light of start-up costs associated with the proposal; and
- d. The quality and experience of the personnel dedicated to the New Hampshire sports betting project.

## **II. Company Integrity and Ethics (100 points)**

Considering the information provided in response to Section 5, IV, Lottery will award points based on:

- a. The criminal history associated with Proposer, affiliated company or subcontractor awarding points to those companies who have provided gaming services without a history of criminal conduct;
- b. History of administrative or regulatory issues with the Proposer's business practices awarding points to those companies that have demonstrated an ability to operate in regulated jurisdictions without incurring penalties, fees, fines or other administrative or regulatory actions; and
- c. The absence of conflicts of interest or the identification and appropriate management of any potential or real conflicts of interest.
- d. History of contract issues with clients including damages, penalties or terminations awarding points to those companies that demonstrate the ability to comply with contract provisions.

Negative histories in these areas will be cause for the Lottery to not award points for this section. Lottery advises Proposers that it may conduct independent research in these areas to validate the claims made in the proposal.

## **III. General Design and Implementation of the Sports Betting Product (150 points)**

Considering the information provided in Section 5B for Mobile Channel, Section 5C for Retail Channel and Section 5D for Lottery Channel, Lottery will award points based on:

- a. The fit of the proposed skin and branding for the New Hampshire market. While a brand need not be New Hampshire specific, Proposer should identify the rationale for selecting the brand for this market based on market research, local aesthetic or existing brand strength in the market;
- b. Understanding of the New Hampshire market in the proposal. The Lottery will evaluate whether Proposer provided a rationale for marketing, player acquisition and locations of retail shops that demonstrate an intelligent approach to the New Hampshire market. With respect to retail shops, points will be awarded based on the design of the retail sports book facilities as first-class entertainment venues with modern commercially appealing design and décor as well as demonstrating functionality for sports bettors;
- c. Flexibility of the Proposer to adjust the sports betting product during the lifetime of the contract;
- d. The ability to successfully leverage existing Lottery resources and the State's existing gaming infrastructure;
- e. General strength of the proposed sports betting product, including the Proposer's understanding of the unique challenges and opportunities with each channel that is being proposed; and
- f. Ability to align sports betting in a manner that supports and enhances existing Lottery products, including use of a single sign-on for iLottery and sports betting, if appropriate.

#### **IV. Economic Development in New Hampshire (100 points)**

Considering the information provided in Section 5E, Lottery will award points based on:

- a. Personnel and operations which will be located in New Hampshire, with a particular emphasis on high level or multi-jurisdictional operations that will be located in the State;
- b. Investment in retail and office space in New Hampshire including the potential to co-locate Lottery employees in the company's space. For companies that already have locations or personnel within the State, only additional investments and personnel will be awarded in this section; and
- c. Other commitments and investments to the well-being and health of the New Hampshire community.

#### **V. Strength of the Sports Betting Hardware and Software Solutions (175 points)**

Considering the information provided in Section 5F, Lottery will award points based on:

- a. The strength of the core betting software product including ease of use for player and Lottery, flexibility of software system, speed and accuracy of the betting platform in setting and adjusting odds before and during an event. Particular emphasis will be given to the reliability, redundancy and stability of the system and network architecture;
- b. The central system hardware and networking infrastructure. The Lottery strongly prefers a solution that is entirely vendor hosted and supported with no requirement for the Lottery to host or support hardware or software;
- c. End user hardware and software solutions, including websites, apps, self-service terminals and kiosks, tills, BYD hardware and software;
- d. Software programs that support the ancillary sports betting services including, but not limited to, odds creation and management and risk management; and
- e. For any account-based wagering proposed, the full-service solution including player account management and player wallet solution or integration with Lottery's existing services, built-in compliance and responsible gaming (RG) tools and payment processing solutions.

#### **VI. Strength of the Proposer's Sports Betting Services (175 points)**

Considering the information provided in Section 5G, Lottery will award points based on:

- a. Proposer's strength in event creation in terms of number and consumer appeal, odds compilation and management, risk management and bet settlement. Particular attention will be given to the Proposer's risk management strategies and the ability to be flexible in their risk management approach through the use of technology or manual processes;
- b. Proposer's technological and human resources in trading services including the ability to handle live markets with particular attention provided to the speed and accuracy of the data feeds utilized by traders and the core betting system;
- c. Proposer's dedication to strong project management for the New Hampshire project including the strength of any proposed candidates for that position that are identified in the proposal;

- d. Proposer's plan and budget for marketing/advertising, customer acquisition and retention. This includes the ability to market to Proposer's current player database, if any, and the New Hampshire player database; and
- e. Customer support services including call center, IT support and payment processing.

#### **VII. Proposer's Compliance Program (75 points)**

Considering the information provided in Section 5H, Lottery will award points based on:

- a. Understanding the compliance requirements set forth in RSA 287-I and general industry standards;
- b. Overall compliance program including the technical support for age verification, identity verification, geolocation, fraud monitoring, AML practices;
- c. Security program for all areas proposed including retail, physical, data center and virtual environment; and
- d. System controls and compliance tools embedded in the software and hardware solutions and how those tools are augmented with manual controls.

#### **VIII. Responsible Gaming (75 points)**

Considering the information provided in Section 5I, Lottery will award points based on:

- a. Proposer's overall commitment to responsible gaming practices with an emphasis on the Proposer's experience in developing and implementing policies and messaging in other jurisdictions;
- b. Established technical solutions for responsible gaming embedded in the proposed software solutions including but not limited to self-exclusion functionality, bet limits, wellness checks, financial health checks, cooling-off periods; and
- c. Relationships with independent responsible gaming groups or providers including a description of Proposer's relationship with those entities.

#### **IX. Accounting and Audit Program (25 points)**

Considering the information provided in Section 5J, Lottery will award points based on:

- a. Proposer's plan and technical capabilities to establish a financial recording and reporting structure that will provide the Lottery a means of monitoring and auditing sports betting financial transactions;
- b. Proposer's internal and external auditing programs;
- c. Ability to ensure compliance with all IRS reporting requirements; and
- d. Ability to push transaction data to a trusted third-party to enable reconciliation with the transaction data on the central betting system. Proposers will be evaluated based on their ability to propose and implement a solution that does not require hosting or support by the Lottery.

Pursuant to RSA 287-I, this RFP will be a multi-step process. The proposals requested in this document will be considered the “technical proposal.” No price proposals will be requested at this time. All responsive technical proposals will be evaluated as set forth in this RFP. Based on the scoring, Lottery will identify the best technical proposals in each channel and will invite a select number of Proposers for oral interviews and product demonstrations. Following oral interviews, Lottery will ask for price proposals from select Proposers. If Lottery determines to make an award after review of price proposals, Lottery will issue an “intent to negotiate” notice to the selected Proposers. Should the Lottery be unable to reach agreement with the selected Proposer(s) during contract discussions, Lottery may then undertake contract discussions with the next preferred Proposer and so on; or Lottery may reject all proposals, cancel this RFP, or solicit new proposals under a new acquisition process.

As detailed above, Lottery will use a scoring scale of 1000 points, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
<b>Company Experience, Resources, Financial Stability</b>	125
<b>Company Integrity and Ethics</b>	100
<b>Design and Implementation of the Sports Betting Product</b>	150
<b>Economic Development in New Hampshire</b>	100
<b>Strength of the Sports Betting Hardware and Software Solutions</b>	175
<b>Strength of the Proposer’s Sports Betting Services</b>	175
<b>Proposer’s Compliance Program</b>	75
<b>Responsible Gaming</b>	75
<b>Accounting and Audit Program</b>	25
<b>TOTAL POTENTIAL MAXIMUM POINTS AWARDED</b>	<b>1000</b>

*Remainder of this page intentionally left blank.*

## **B. Planned Evaluations**

Lottery 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 interviews and Product Demonstrations by invitation to select Proposers;
- Final Evaluation of Technical Proposals and scoring;
- Invitation to present Price Proposals to select Proposers;
- Review of Price Proposals and final scoring; and
- Select the highest scoring Proposer(s) and begin contract negotiation.

## **C. Initial Screening**

Lottery 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. Lottery 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. Preliminary Technical Scoring of Proposals**

Lottery will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Only those Proposers who are considered best qualified will be invited to participate in the remainder of the RFP process.

## **E. Oral Interviews and Product Demonstrations**

Proposers may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. Lottery retains the sole discretion to determine whether to conduct oral interviews, with which Proposers and the number of interviews. Proposers are advised that the Lottery may conduct interviews with less than all responsive Proposers.

The purpose of oral interviews and product demonstrations 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 and product demonstrations. Lottery 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.

#### **F. Final Technical Scoring of Proposals**

Following oral interviews, product demonstrations, reference checks, and/or review of written clarifications of proposals requested by Lottery, the evaluation team will determine a final score for each Technical Proposal.

#### **G. Price Proposal Review**

Upon completion of scoring of the Technical Proposal, the Lottery will invite a select number of the best qualified Proposers to offer a Price Proposal.

Proposers are advised that **this is not a low bid/high bid award** and that only those Proposers who are deemed best qualified on the basis of their Technical Proposal will be invited to submit a Price Proposal.

#### **H. Final Selection**

The Lottery will, after final approval by the Lottery Commission, conduct a final selection for each channel based on the evaluation of the proposals and begin contract negotiations with the selected Proposer(s).

#### **I. Rights of Lottery in Accepting and Evaluating Proposals**

Lottery 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 Lottery's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time;
- Request a Best and Final Offer from a select number of best qualified Proposers, if in the opinion of the Lottery, it is in the best interest of the State. Proposers are advised that due to the timeframe of this RFP process, a Best and Final Offer may not be conducted and therefore, Proposers are advised to submit their most competitive "price" if invited to submit a Price Proposal.
- Open contract discussions with the next highest scoring Proposer and so on, if the Lottery is unable to reach an agreement on contract terms with the preferred Proposer(s).



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

### **A. RFP Addendum**

Lottery 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, Lottery, 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 Lottery from obtaining the best possible competitive Proposal.

### **C. Property of Lottery**

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 Lottery 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, Lottery 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 and Executive Council pursuant to this RFP, Lottery will post the name and rank or score of each Proposer. In the event that the Contract does not require Governor and Executive Council approval, Lottery 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. Lottery 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. Lottery will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to Lottery to view portions of a Proposal that the Proposer has properly and clearly marked confidential, Lottery will notify the Proposer of the request and of the date Lottery 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, Lottery may release the requested information on the date specified in Lottery's notice without any liability to the Proposers.

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

Notwithstanding any other provision of this RFP, this RFP does not commit Lottery to award a Contract. Lottery 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 Lottery 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 Lottery 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.

*Remainder of this page intentionally left blank.*

## **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 term of the contract for the Mobile and Retail Channels will be six years. These contracts may be extended by two additional terms of two years each at the sole option of the Lottery. The term of the contract for the Lottery Channel will be five years with no options for extension except for emergency extensions as provided for in the contract.

Lottery will require the successful Proposer to execute a contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix C as may be amended during contract negotiations. Lottery may consider modifications of this contract 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. Lottery will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If Lottery accepts a Proposer's exception Lottery 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.

*<End>*

## **Appendix A: RSA 287-I**

**CHAPTER 215  
HB 480-FN - FINAL VERSION**

19Mar2019... 0974h  
05/15/2019 1974s  
05/30/2019 2196s  
05/30/2019 2396s

19-0211  
08/03

**STATE OF NEW HAMPSHIRE**

*In the Year of Our Lord Two Thousand Nineteen*

**AN ACT** relative to sports betting.

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

1 215:1 New Chapter; Sports Betting. Amend RSA by inserting after chapter 287-H the  
2 following new chapter:

**CHAPTER 287-I  
SPORTS BETTING**

3  
4  
5 287-I:1 Definitions. For the purposes of this chapter these words shall have the  
6 following meaning:

7 I. "Agent" means a party who is authorized by contract or agreement with the  
8 commission to conduct a sports book.

9 II. "Authorized sports bettor" means an individual 18 years of age or older who is  
10 physically present in the state of New Hampshire when placing a sports wager with the  
11 commission or an authorized agent of the commission and is not a prohibited sports  
12 bettor.

13 III. "Collegiate sports event" means a sports or athletic event participated in or  
14 offered or sponsored by a public or private institution that offers educational services  
15 beyond the secondary level.

16 IV. "Commission" means the lottery commission.

17 V. "Director" means the executive director of the lottery commission or designee.

18 VI. "High school sports event" means a sports or athletic event participated in or  
19 offered or sponsored by a public or private institution that offers educational services at  
20 the secondary level.

21 VII. "In-play sports wager" means a sports wager on a sports event after the  
22 sports event has begun and before it ends.

23 VIII. "Mobile sports wagering platform" means the combination of hardware,  
24 software, and data networks used to manage, administer, record, and/or control sports  
25 wagers.

26 IX. "Professional sports event" means an event at which 2 or more persons  
27 participate in a sports or athletic event and receive compensation in excess of actual  
28 expenses for their participation in such event.

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 2 -**

1           X. "Prohibited sports bettor" means:

2           (a) Any member or employee of the commission and any spouse, child, sibling,  
3 or parent residing in the same household as a member or employee of the commission.

4           (b) Any principal or employee of any agent.

5           (c) Any contractor of the commission or its agents when such contract relates  
6 to the conduct of sports wagering.

7           (d) Any contractor or employee of an entity that conducts sports wagering in  
8 another jurisdiction when the bettor possesses confidential nonpublic information as a  
9 result of his or her contract or employment relating to the wager being placed.

10           (e) Any amateur or professional athlete if the sports wager is based in whole  
11 or part on a sport or athletic event overseen by the athlete's governing sports body.

12           (f) Any sports agent, owner, or employee of a team, player, umpire, referee,  
13 coach, union official, or official of a sports governing body if the sports wager is based in  
14 whole or part on a sport or athletic event overseen by the governing body which  
15 oversees the individual's sport.

16           (g) Any individual placing a wager as an agent of or proxy for a prohibited  
17 sports bettor.

18           (h) Any person under the age of 18.

19           XI. "Prohibited sports event" means:

20           (a) A collegiate sports event in which one of the participants is a collegiate  
21 team of a college institution that is primarily located in New Hampshire;

22           (b) A collegiate sports event that takes place in New Hampshire;

23           (c) Any high school sports event in any location;

24           (d) Any amateur sports event where the participants are primarily under the  
25 age of 18; provided that "prohibited sports event" does not include the games of a  
26 collegiate sports tournament in which a New Hampshire college team participates, nor  
27 does it include any games of a collegiate sports tournament that occurs outside New  
28 Hampshire even though some of the individual games or events are held in New  
29 Hampshire; and provided further that sports wagers are permitted on collegiate sports  
30 tournament games in which a New Hampshire college team participates only if the  
31 outcome of the wager is based on the outcome of all games within the tournament.

32           XII. "Sports governing body" means the organization that prescribes final rules  
33 and enforces codes of conduct with respect to a sporting event and participants therein.

34           XIII. "Sports book" means the business of accepting wagers on any sports event  
35 by any system or method of wagering.

36           XIV. "Sports wager" means cash or cash equivalent paid by an individual to  
37 participate in sports wagering.

**CHAPTER 215**  
**HB 480-FN- FINAL VERSION**  
**- Page 8 -**

1           XV. "Sports wagering" means wagering on sporting events or any portion thereof,  
2 or on the individual performance statistics of athletes participating in a sports event, or  
3 combination of sports events, by any system or method of wagering, including but not  
4 limited to in person communication and electronic communication through Internet  
5 websites accessed via a mobile device or computer and mobile device applications. The  
6 term sports wagering shall include, but not be limited to, single game bets, teaser bets,  
7 parlays, over-under bets, money line bets, pools, exchange wagering, in game wagering,  
8 in-play bets, proposition bets, and straight bets.

9           XVI. "Tier I sports wager" means a sports wager that is placed before the start of  
10 the sports event and is determined solely by the final score or final outcome of that  
11 single sports event.

12           XVII. "Tier II sports wager" means an in-play sports wager.

13           XVIII. "Tier III sports wager" means a sports wager that is neither a tier I or tier  
14 II wager.

15           287-I:2 Sports Book Authorized. The commission is authorized to operate a sports  
16 book for the purposes of accepting and paying sports wagers by authorized bettors  
17 within the state in conformance with the requirements of this chapter.

18           287-I:3 Commission Agents. The commission shall conduct sports books for sports  
19 wagering through agents selected through a competitive bid process and approved by  
20 the governor and executive council. Any such contract shall be based on the state  
21 receiving a percentage of revenue from sports wagering activities within the state. The  
22 commission shall ensure that an agent demonstrates financial stability, responsibility,  
23 good character, honesty, and integrity. In selecting an agent, the commission shall  
24 consider, at a minimum, the experience and background of the agent, the agent's ability  
25 to serve proposed locations for sports book retail operations, the agent's mobile and  
26 Internet capabilities, the agent's contribution to economic development within the state,  
27 the agent's commitment to prevention of problem gambling, to responsible gaming, and  
28 to integrity in betting. The commission shall select a group of bidders who best meet the  
29 criteria set forth in this paragraph and select from that group the agents whose bids  
30 provide the state with the highest percentage of revenue from the sports wagering  
31 activities covered by the bids, provided that the commission determines that the  
32 bidder's commitment to return said revenue percentage to the state is consistent with  
33 the bidder's commitment to meet all other criteria specified in the bid request and in  
34 applicable law. All agents shall be subject to criminal and financial background checks  
35 as prescribed by the commission.

36           287-I:4 Commission Directed Sports Wagering. The commission is further authorized  
37 to directly offer lottery games to authorized bettors within the state in the form of tier



**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 4 -**

1 III sports wagers through the commission's lottery retailers subject to the provisions of  
2 this chapter. The commission may retain vendors to support the commission in  
3 operating a sports book and such vendors shall be selected through a competitive bid  
4 process and approved by the governor and executive council.

5 287-I:5 Sports Book Retail Operations. The commission and its agents are further  
6 authorized to operate physical sports book retail locations within the state for the  
7 purposes of accepting tier I and tier III sports wagers from authorized bettors and  
8 paying prizes relating to those wagers. The sports book retail locations may be co-  
9 located with other commercial businesses or general commercial retail locations. No  
10 more than 10 sports book retail locations may be in operation at any given time.

11 287-I:6 Local Option for Operation of Sports Book Retail Locations.

12 I. Any town or city may allow the operation of a sports book retail location  
13 according to the provisions of this subdivision, in the following manner, excepting that  
14 nothing in this section shall be construed to prohibit Internet or mobile wagering or  
15 lottery games involving tier III sports wagers in the jurisdiction, if so authorized by the  
16 passage of this statute.

17 (a) In a town, the question shall be placed on the warrant of an annual town  
18 meeting under the procedures set out in RSA 39:3, and shall be voted on a ballot. In a  
19 city, the legislative body may vote to place the question on the official ballot for any  
20 regular municipal election, or, in the alternative, shall place the question on the official  
21 ballot for any regular municipal election upon submission to the legislative body of a  
22 petition signed by 25 of the registered voters.

23 (b) The selectmen, aldermen, or city council shall hold a public hearing on the  
24 question at least 15 days but not more than 30 days before the question is to be voted on.  
25 Notice of the hearing shall be posted in at least 2 public places in the municipality and  
26 published in a newspaper of general circulation at least 7 days before the hearing.

27 (c) The wording of the question shall be substantially as follows: "Shall we  
28 allow the operation of sports book retail locations within the town or city?"

29 II. If a majority of those voting on the question vote "Yes", sports book retail  
30 locations may be operated within the town or city.

31 III. If the question is not approved, the question may later be voted upon  
32 according to the provisions of paragraph I at the next annual town meeting or regular  
33 municipal election.

34 IV. A municipality that has voted to allow the operation of sports book retail  
35 locations may consider rescinding its action in the manner described in paragraph I of  
36 this section.

37 V. An unincorporated place may allow the operation of a physical sports book

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 5 -**

1 retail location by majority vote of the county delegation, after a public hearing is held.

2 VI. The commission shall maintain a list of municipalities where sports book  
3 retail locations may be placed into operation.

4 287-I:7 Mobile Sports Wagering Authorized. The commission and its agents are  
5 authorized to operate a sports books that offer tier I, tier II, and tier III sports wagers  
6 through a mobile sports wagering platform by mobile devices or over the Internet. No  
7 more than 5 mobile sports wagering agents shall be in operation at any given time. With  
8 respect to mobile sports wagering, the commission, either independently, or through its  
9 agent, shall provide:

10 I. Age verification measures to be undertaken to block access to and prevent  
11 sports wagers by persons under the age of 18 years.

12 II. Identity verification through secure online databases or by examination of  
13 photo identification.

14 III. That mobile sports wagers must be initiated and received within the  
15 geographic borders of the state of New Hampshire and may not be intentionally routed  
16 outside of the state. The incidental intermediate routing of mobile sports wager shall  
17 not determine the location or locations in which such a wager is initiated, received, or  
18 otherwise made.

19 IV. Wager limits for daily, weekly, and monthly amounts consistent with the best  
20 practices in addressing problem gambling.

21 V. A voluntary self-exclusion program for players to self-exclude themselves from  
22 wagering for set periods of time.

23 VI. Security mechanisms to ensure the confidentiality of wagering and personal  
24 and financial information except as otherwise authorized by this chapter.

25 287-I:8 Sports Wagering Supervision. The commission shall create a division of  
26 sports wagering which will be responsible for ensuring compliance with the  
27 requirements of this chapter and any rules promulgated by the commission in  
28 accordance with the authorities granted under this chapter. In addition, the division,  
29 under the direction of the director and commission, shall ensure that the commission's  
30 agents and vendors comply with the following obligations:

31 I. Each agent or vendor engaged in sports wagering shall submit a security and  
32 internal control report for the division's review and approval prior to conducting any  
33 sports wagering within the state and every year thereafter. This report shall address all  
34 aspects of security and controls including physical security, personnel security, and  
35 computer systems security including:

36 (a) Surveillance plans for all retail sports book locations, including  
37 surveillance coverage and direct access for the commission to the surveillance system.

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 6 -**

- 1           (b) User access controls for sports book personnel.
- 2           (c) Segregation of duties within the sports book.
- 3           (d) Employment background checks and policies.
- 4           (e) Automated and manual risk management procedures.
- 5           (f) Procedures for identifying and reporting fraud and suspicious conduct.
- 6           (g) Procedures to establish connectivity with monitoring services and/or
- 7 sports governing bodies relating to suspicious activity.
- 8           (h) Any and all monitoring systems utilized by the agents or vendor to report
- 9 and receive information on suspicious betting activities.
- 10          (i) Systems and procedures to prevent prohibited sports bettors from placing
- 11 wagers.
- 12          (j) Description of anti-money laundering compliance standards.
- 13          (k) Descriptions of all integrated third-party systems or components and the
- 14 security procedures relating to those systems.

15           II. For each wagering computer system used to conduct sports wagering,  
16 including all mobile sports wagering platforms within the state, the agent or vendor  
17 providing such system shall provide a detailed computer system security report to be  
18 approved by the commission prior to the acceptance of wagers and each year thereafter.  
19 The report shall address the issues set forth in the security and internal control report  
20 along with the following:

- 21           (a) Documented system security testing performed by a licensed third-party
- 22 contractor approved by the commission;
- 23           (b) A description of all software applications that comprise the system;
- 24           (c) A procedure for third-party auditing of financial transactions received by
- 25 the system;
- 26           (d) A description of all types of wagers supported by the system;
- 27           (e) Unique identification and verification systems for wagers;
- 28           (f) Procedures to prevent past posting of wagers;
- 29           (g) A list of data recorded relating to each wager;
- 30           (h) System redundancy to ensure recording of wagers during a system outage;
- 31           (i) A mechanism to provide read only access to the commission to the back
- 32 office system for the purposes of reviewing and auditing wagering activities;
- 33           (j) Integration with an independent control system to ensure integrity of
- 34 system wagering information;
- 35           (k) Capabilities for canceling existing wagers, freezing or suspending
- 36 wagering across the platform, or for specific events; and
- 37           (l) Any other issue identified by the division upon review of the proposed

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 7 -**

1 gaming system.

2 III. Each agent engaged in sports wagering shall submit house rules for the  
3 division's review and approval prior to conducting any sports wagering within the state  
4 and every year thereafter. These house rules shall include at a minimum:

5 (a) The method for calculation and payment of winning wagers.

6 (b) The effect of schedule changes for a sports event.

7 (c) The method of notifying bettors of odds or proposition changes.

8 (d) Acceptance of wagers at terms other than those posted.

9 (e) Expiration dates for winning tickets.

10 (f) Circumstances under which the agent will void a bet.

11 (g) Treatment of errors, late bets, and related contingencies.

12 (h) Method of contacting the agents or vendor for questions or complaints.

13 (i) Description of those persons who are prohibited from wagering with the  
14 agents or contractor if broader than the prohibited bettors list set forth in this section.

15 (j) The method and location for posting and publishing the approved house  
16 rules.

17 IV. Each agent or vendor engaged in sports wagering shall submit accounting  
18 controls for the division's review and approval prior to conducting any sports wagering  
19 within the state and every year thereafter. These accounting controls shall include at a  
20 minimum:

21 (a) A process for documenting and verifying beginning of day cash balance;

22 (b) Processes for recording collection of wagers, payment of wagers, and  
23 cancellation of wagers issued;

24 (c) Processes for handling cash within sports book retail locations including  
25 segregation of duties related to counting and storage of cash; and

26 (d) The establishment of a segregated account related to New Hampshire  
27 sports wagering activities.

28 V. The commission's agents shall submit a responsible gaming plan for the  
29 division's review and approval prior to conducting any sports wagering within the state  
30 and every year thereafter. This plan should include identification of posting and  
31 materials related to problem gaming, resources to be made available to bettors  
32 expressing concerns about problem gaming, house imposed player limits, and self-  
33 exclusion programs.

34 VI. The commission's agents shall maintain a cash reserve available to pay  
35 wagers as determined by the commission.

36 VII. The commission's agents or vendor shall not accept any wager on a sports  
37 event unless it has received approval from the commission to conduct that type or

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 8 -**

1 category of wager. A type of wager refers to the method of determining the outcome of  
2 the wager. The category refers to the kind of event being wagered on. The commission  
3 shall approve wager categories and types in a reasonable time frame. Once a particular  
4 category or wager type is approved for its first use it may be used on multiple events  
5 without further approval.

6 VIII. The commission shall only approve wagers on categories of events where:

- 7 (a) The outcome can be verified;  
8 (b) The outcome can be generated by a reliable and independent process; and  
9 (c) The event is conducted in conformity with applicable laws.

10 IX. Wagers made under this section shall be made with:

- 11 (a) Cash;  
12 (b) Cash equivalent;  
13 (c) PayPal;  
14 (d) Debit card;  
15 (e) ACH;  
16 (f) Promotional funds; and  
17 (g) Any other means approved by the executive director.

18 X. Any agent or contractor who sends or receives electronic sports wagers is  
19 responsible to ensure that any transfer of that wager is initiated and received and  
20 completed within the state of New Hampshire and that only incidental intermediate  
21 routing of the wager occurs outside of the state. The agent and contractor shall be  
22 responsible for periodically reviewing their information technology systems and  
23 networks to ensure compliance with this section.

24 287-I:9 Proceeds to Education Fund. The proceeds received by the commission from  
25 sports wagering, less the administrative costs of the commission, prizes paid, and  
26 payments for problem gambling services, shall be deposited in the education trust fund  
27 established in RSA 198:39.

28 287-I:10 Limitations on Sports Wagers. The commission and its agents are  
29 prohibited from the following activities:

30 I. Accepting or making payment relating to sports wagers made by prohibited  
31 sports bettors.

32 II. Accepting sports wagers on prohibited sports events.

33 III. Accepting sports wagers from persons who are physically outside of the state  
34 of New Hampshire at the time of the sports wager.

35 287-I:11 Disclosure of Data Source. The commission and agents shall publicly  
36 disclose the source of the data that will be used to determine the outcome of a tier II or  
37 tier III wager.

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 9 -**

1       287-I:12 Risk Management. The commission's agents may take any risk management  
2 strategies as authorized by the director.

3       287-I:13 Maintaining Sports Integrity. The commission and agents may participate  
4 in national and international monitoring services and associations and may share  
5 betting information with those entities and sports governing bodies in order to ensure  
6 the integrity of sports wagers and sports events. The director may restrict, limit, or  
7 exclude wagering on a sports event if he or she determines that such an action is  
8 necessary to ensure the integrity of the sports book.

9       287-I:14 Financial Reports. The commission may seek financial and compliance  
10 reports from its agents periodically and may conduct audits of these reports to ensure  
11 that the state receives the agreed upon revenue sharing proceeds.

12       287-I:15 Compliance Reviews. The commission shall retain oversight of its agents to  
13 ensure that all sports wagering activities are conducted in accordance with this statute  
14 and any rules adopted by the commission.

15       287-I:16 Fantasy Sports Exempted. Nothing in this chapter shall apply to fantasy  
16 sports contests authorized pursuant to RSA 287-H.

17       287-I:17 Rulemaking. The commission shall adopt rules, pursuant to RSA 541-A,  
18 relative to the operation, conduct, location, and oversight of sports books. The  
19 commission may enact emergency rules, which will take effect upon approval.

20       215:2 Bets Void. Amend RSA 338:2 to read as follows:

21       338:2 Bets Void. *Except as authorized by the lottery commission*, all bets and wagers  
22 upon any question where the parties have no interest in the subject except that created  
23 by the wager are void; and either party may recover any property by him *or her*  
24 deposited, paid, or delivered upon such wager or its loss, and repel any action brought  
25 for anything, the right or claim to which grows out of such bet or wager.

26       215:3 Education Trust Fund; Sports Betting Added. Amend RSA 198:39, I(k) to read  
27 as follows:

28               (k) Funds collected and paid over to the state treasurer by the lottery  
29 commission pursuant to RSA 284:44, [and] RSA 284:47, *and RSA 287-I*.

30       215:4 New Subparagraph; Gambling; Exceptions. Amend RSA 647:2, V by inserting  
31 after subparagraph (e) the following new subparagraph:

32               (f) Sports wagering as defined by RSA 287-I:1, XV.

33       215:5 New Chapter; Council for Responsible Gambling. Amend RSA by inserting  
34 after chapter 338-A the following new chapter:

**CHAPTER 338-B**

**COUNCIL FOR RESPONSIBLE GAMBLING**

37       338-B:1 Definitions. In this chapter, "council" means the council for responsible

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 10 -**

1 gambling.

2       338-B:2 Statement of Purpose. Education, prevention, and treatment relating to  
3 gambling disorders are an integral part of a responsible gaming environment within the  
4 state.

5       338-B:3 Establishment. There is established the council for responsible gambling  
6 which shall promote education, prevention, and treatment of problem gambling within  
7 the state.

8       338-B:4 Membership.

9           I. The council shall consist of 5 members appointed by the governor and  
10 executive council and shall be qualified in the field of addiction or mental health  
11 services with a focus on problem gambling and shall be residents of the state. A member  
12 may be removed by the governor and executive council only for cause shown in  
13 accordance with RSA 4:1. The members shall elect one of their number as chairperson.  
14 Three members of the council shall constitute a quorum.

15           II. Members shall serve 3 year terms and until their successors are appointed;  
16 provided that for the initial appointments only, one member shall be appointed to a term  
17 of one year, 2 members shall be appointed to a term of 2 years and 2 members shall be  
18 appointed to a term of 3 years. Any vacancy shall be filled for the unexpired terms.

19           III. Members of the council shall receive mileage at the rate of state employees  
20 when attending meetings of the council or performing duties on behalf of the council.

21       338-B:5 Powers and Duties. The council shall have the authority to enter into grants  
22 and contracts for the purposes of furthering education, prevention, and treatment of  
23 problem gambling within the state.

24       338-B:6 Report of the Council. The council shall submit a biennial report to the  
25 governor and executive council on or before October 1 of each even-numbered year. The  
26 report shall include a description of the council's activities including a financial report  
27 for the relevant time period.

28       338-B:7 Administrative Attachment. The council shall be administratively attached  
29 to the lottery commission in accordance with RSA 21-G:10. In addition to the support  
30 provided to an administratively attached agency, the lottery commission shall also  
31 provide the following to the council:

32           I. Funding in an amount not to exceed \$250,000 per fiscal year to conduct the  
33 activities prescribed by this chapter. In accordance with the purpose of this chapter,  
34 these payments shall be considered administrative expenses of the lottery commission as  
35 set forth in RSA 284:21-j.

36           II. Meeting and office space as reasonably required by the council to conduct the  
37 activities prescribed by this chapter.

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 11 -**

1           **III. Personnel as reasonably required by the council to conduct activities**  
2 **prescribed by this chapter, except that the lottery commission may charge the council**  
3 **for use of such personnel pursuant to an agreement between the lottery commission and**  
4 **the council.**

5           **215:6 Effective Date. This act shall take effect upon its passage.**

**Approved: July 12, 2019**  
**Effective Date: July 12, 2019**



## **Appendix B: Transmittal Letter**

**STATE OF NEW HAMPSHIRE PROPOSAL TRANSMITTAL LETTER**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Charles McIntyre, Executive Director  
Telephone: (603) 271-3391  
Fax: (603) 271-1160  
Email: Charles.McIntyre@lottery.nh.gov

RE: Proposal Invitation Name: **SPORTS WAGERING SYSTEM AND SERVICES**

RFP Number: **LOT 2020-01**

Proposal Due Date and Time: **September 16, 2019 at 4:00 p.m.**

[Insert name of signor] \_\_\_\_\_, on behalf of [insert name of entity submitting Proposal] \_\_\_\_\_ (collectively referred to as "Vendor") hereby submits the written Proposal submitted herewith ("Proposal") to the State of New Hampshire in response to RFP #LOT 2020-01 for SPORTS WAGERING SYSTEM AND SERVICES Contract(s).

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Proposal.
2. The Vendor has not altered any of the language or other provisions contained in the Proposal document.
3. The Proposal is effective for a period of 180 days from the Proposal Opening date as indicated above.
4. The Proposal was established without collusion with other vendors.
5. The Vendor has read and fully understands this Proposal.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past two (2) years, been convicted of, or pleaded guilty to, a violation of RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified Proposal practices, or involving antitrust violation, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing of a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past two (2) years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the Department of Labor, the Department of Employment Security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the

requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;

- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21:-11-c within the past year.

Authorized Signor's Signature \_\_\_\_\_

Authorized Signor's Title \_\_\_\_\_

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2019 personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

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.

My commission expires: \_\_\_\_\_ (Date)

# **Appendix C: Standard Terms and Conditions**

## **SECTION 1 – GENERAL PROVISIONS**

**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 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Charles R. McIntyre, Executive Director		1.10 State Agency Telephone Number 603-271-3391	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: _____		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i>  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

**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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. 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.

**24. 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 relating hereto.



**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**SECTION 2 –GENERAL TERMS AND CONDITIONS**

**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through the New Hampshire Lottery Commission (“State” or “Lottery”), and Full Contractor Name a State Name Type of business formation (“Contractor”), having its principal place of business at Business Address, City, State, Zip.

The general scope of the project is to provide a full service sports betting solution as proposed by Contractor in response to New Hampshire Lottery Commission RFP LOT 2020-01 “Sports Wagering Systems and Services.”

**2.1 Incorporation of Documents**

This Agreement consists of the following, which are incorporated by reference and which together with any and all amendments hereto, is hereafter referred to as the “Agreement”:

- A. State of NH Form P37; and
- B. Part 2 –General Terms and Conditions; and
- C. The Exhibits to this Contract, which are attached as noted:

Exhibit A	Scope of Work
Exhibit B	Payment Terms
Exhibit C	Special Provisions
Exhibit D	<u>Choose an item.</u>
Exhibit E	<u>Choose an item.</u>
Exhibit F	<u>Choose an item.</u>

- D. The following documents and materials are incorporated herein by reference, and the parties acknowledge receipt of true and complete copies of the same:
  - i. State of New Hampshire Lottery Commission RFP LOT 2020-01 “Sports Wagering Systems and Services
  - ii. Contractor’s Proposal Response to RFP LOT 2020-01 “Sports Wagering Systems and Services dated \_\_\_\_\_.

**2.2 Order of Precedence**

In the event of a conflict among any of the provisions in this agreement, following Order of Precedence shall apply:

- a. The documents identified in Section 2.1, A;
- b. The documents identified in Section 2.1, B;

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

- c. The documents identified in Section 2.1, C;
- d. The documents identified in Section 2.1, D, i;
- e. The documents identified in Section 2.1, D, ii.

**2.3 Timing of the Work**

Contractor shall commence work upon issuance of a Notice to Proceed by the Lottery. Time is of the essence in the performance of Contractor's obligation under the contract.

**2.4 Non-Exclusive Contract**

The Lottery reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other Lottery vendors performing services which relate to the work or deliverables set forth in the Agreement.

**2.5 Contract Term**

The term of this Agreement shall be as set forth in Part I, Section 1.7: *Completion Date*. The Lottery may exercise an option (based on contract type as defined in the RFP).

**2.6 Change of Ownership**

In the event that Contractor should change more than 50% of ownership for any reason whatsoever that results in a change of control of the Contractor, the Lottery shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining term of the Agreement;
- b. continuing under the Agreement with Contractor, its successors or assigns for such period of time as determined necessary by the Lottery; or
- c. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**2.7 Notices**

All legal notices under this Agreement shall be served or given only by registered or certified mail, except in cases of emergency, in which case, they shall be confirmed by registered or certified mail, and, if intended for the Lottery shall be addressed to the individual set forth in Section 1.9: *Contracting Officer for State Agency* at the address set forth in Section 1.2: *State Agency Address* and if intended for the Contractor shall be addressed to the individual set forth in Section 1.12: *Name and Title of Contractor Signatory* at the address set forth in Section 1.4: *Contractor Address*.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**2.8 Waiver of Breach**

In addition to the provisions set forth in Part I, Section 16 of the contract, no failure by the Lottery to enforce any of the provisions in this Agreement shall be deemed a waiver of its rights under this Agreement.

**2.9 Partial Invalidity**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**2.10 Entire Agreement**

This document constitutes the entire agreement and understanding between the parties, and supersedes all prior contracts and understandings, whether oral or written, pertaining to the Project.

**2.11 Governing Law, Venue and Jurisdiction**

As set forth in Part I, Section 19, this agreement shall be construed in accordance with the laws of the State of New Hampshire. Any action on this Agreement may only be brought in the State of New Hampshire in accordance with the dispute resolution procedures of this Agreement set forth herein. The Parties agree to venue in Merrimack County Superior Court.

**2.12 Force Majeure**

Neither Contractor nor the Lottery shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

*Remainder of this page intentionally left blank*

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

**SECTION 3 – CONTRACT MANAGEMENT**

**3.1 Project Management**

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and Lottery personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

**3.2 Contractor's Contract Manager**

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration. Contractor's Contract Manager is:

Full Contractor Name  
TITLE  
STREET  
CITY, STATE, ZIP  
Tel: PHONE  
Email: Name.com

**3.3 Contractor's Project Manager**

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

NAME  
TITLE  
STREET  
CITY, STATE, ZIP  
Tel: PHONE  
Email: Name.com

Contractor's selection of the Project Manager shall be subject to the prior written approval of the Lottery. The Lottery's approval process may include, without limitation, at the Lottery's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The Lottery may require removal or reassignment of Project Manager who, in the sole judgment of the Lottery, is found unacceptable or is not performing to the Lottery's satisfaction. Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours of inquiries from the Lottery, and be at the site as needed. Project Manager must work diligently and use his/her best efforts on the Project.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**3.4 Change of Project Manager**

Contractor may not change its assignment of Project Manager without providing the Lottery written notice and obtaining the prior approval of the Lottery of the replacement Project Manager. Lottery approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and review as set forth in Section 3.3, above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management services through a qualified interim Project Manager.

**3.5 Termination for Lack of Project Management**

Notwithstanding any other provision of the Contract, the Lottery shall have the option, at its discretion, to terminate the Contract, declare Contractor in default and pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager meeting the requirements and terms of the Contract.

**3.6 Contractor Key Project Staff**

The Lottery considers the following individuals to be key project staff for this Project:

- |    |       |      |
|----|-------|------|
| 1. | Title | Name |
| 2. | Title | Name |
| 3. | Title | Name |

The Lottery reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the Lottery. Any background checks shall be performed in accordance with the provisions of this Agreement. Contractor shall not change Key Project Staff commitments without providing the Lottery written notice and obtaining the prior written approval of the Lottery. Lottery approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

**3.7 Termination for Lack of Key Project Staff**

Notwithstanding any other provision of the Contract to the contrary, the Lottery shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Contractor's replacement Key Project Staff.

**3.8 Lottery Contract Manager**

The Lottery shall assign a Contract Manager who shall function as the Lottery's representative with regard to Contract administration. The Lottery Contract Manager is:

NAME
TITLE
STREET
CITY, STATE, ZIP

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

Tel: PHONE  
Email: Name.com

**3.9 Lottery Project Manager**

The Lottery shall assign a Project Manager. The Lottery Project Manager is:

NAME  
TITLE  
STREET  
CITY, STATE, ZIP  
Tel: PHONE  
Email: Name.com

The Lottery Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all contractors working on the project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change orders;
- g. Managing stakeholders' concerns.

**3.10 Background Checks**

The Lottery may require, and, at its sole expense, conduct reference and background screening of the Contractor's Contract Manager, Project Manager and Key Project Staff. The Lottery shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

**3.11 Change Orders**

The Lottery may make changes or revisions at any time by written Change Order. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the Lottery, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The Lottery shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The Lottery must approve all Change Orders in writing. The Lottery shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

A Change Order which is accepted and executed by both parties shall amend the terms of this Agreement.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**3.12 Dispute Resolution**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR NAME</b>	<b>LOTTERY</b>	<b>CUMULATIVE ALLOTTED TIME</b>
<b>Primary</b>	Name Title	Name Lottery Project Manager (PM)	5 Business Days
<b>First</b>	Name Title	Name Director	10 Business Days
<b>Second</b>	Name Title	Name Agency Commissioner (for Program related issues)	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

**3.13 Travel Expenses**

Contractor must assume all reasonable travel and related expenses incurred by Contractor in performance of its obligations under this Agreement. All labor rates in this Agreement will be considered "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**3.14 Shipping Fees**

The Lottery will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

**3.15 Access and Cooperation**

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the Lottery will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**3.16 Record Retention**

Contractor and its Subcontractors shall maintain all project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the Lottery. Delivery of and access to such records shall be at no cost to the Lottery during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

The Lottery agrees that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure and profit factors shall be excluded from the Lottery's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**3.17 Accounting**

Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

**3.18 Workspace Requirements**

Contractor agrees to work with the Lottery to determine requirements for providing necessary workspace and office equipment for the Lottery's staff at Contractor's location, as deemed appropriate by the parties.

**3.19 Work Hours**

Unless otherwise agreed to by the Lottery, the Contractor's project management personnel shall work a minimum of forty (40) hour weeks between the hours of 8:00 a.m. and 5:00 p.m., (Eastern Time), excluding State of New Hampshire holidays. This management requirement does not alleviate the need for Contractor to operate 24/7/365 and to provide coverage for hours when project management staff are not available.



**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**SECTION 4 – CONFIDENTIALITY REQUIREMENTS**

**4.1 State Confidential Information**

In performing its obligations under this Agreement, Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 Exemptions). Confidential Information also includes any and all information owned or managed by the State of New Hampshire - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.. Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof;
- (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party;
- (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or
- (iv) is disclosed with the written consent of the disclosing party.

A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the State Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the State Confidential Information, and Contractor shall cooperate with the Lottery in any effort the Lottery undertakes to contest the request, subpoena or other legal process, at no additional cost to the Lottery.

In the event of the unauthorized release of State Confidential Information, Contractor shall immediately notify the Lottery, and the Lottery may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**4.2 Contractor Confidential Information**

Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the Lottery. For the purposes of complying with its legal obligations, the Lottery is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the Lottery is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The Lottery shall maintain the confidentiality of the identified Contractor Confidential Information insofar as it is consistent with applicable State and federal laws or regulations. In the event the Lottery receives a request for the information identified by Contractor as confidential, the Lottery shall notify Contractor and specify the date the Lottery will be releasing the requested information. At the request of the Lottery, Contractor shall cooperate and assist the Lottery with the collection and review of Contractor's information, at no additional expense to the Lottery. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the Lottery shall release the information on the date specified in the Lottery's notice to Contractor, without any liability to the Lottery.

**4.3 Survival**

All of the terms in Section 4 of this Agreement shall survive the termination or expiration of the Agreement.

*Remainder of this page intentionally left blank*

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**SECTION 5 – LIMITATION OF LIABILITY**

**5.1 No Consequential Damages Against Lottery**

Subject to applicable laws and regulations, in no event shall the Lottery be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages.

**5.2 Survival**

All of the terms in Section 5: *Limitation of Liability* of this Agreement shall survive the termination or expiration of the Agreement.

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**SECTION 6 – TERMINATION**

**6.1 Termination for Default**

Any one or more of the following acts or omissions of the Contractor may, at the sole discretion of the Lottery, constitute an event of default hereunder (“Event of Default”):

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to perform the Services in a lawful manner;
- c. Failure to submit any report required; and/or
- d. Failure to perform any other covenant, term or condition of the Contract

**6.2 Remedies Upon Default**

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

- a. The Lottery shall provide Contractor written notice of default and require it to be remedied within a reasonable period of time (“Cure Period”). If Contractor fails to cure the default within the Cure Period, the Lottery may terminate the Contract with a written notice of termination and/or treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Agreement and ordering that the portion of the Contract price which would otherwise accrue to Contractor during the period from the date of such notice until such time as the Lottery determines that Contractor has cured the Event of Default shall never be paid to Contractor.
- c. Set off against any other obligations the Lottery may owe to the Contractor any damages the Lottery suffers by reason of any Event of Default.
- d. Procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the Lottery for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

**6.3 Lottery Default**

The Contractor shall provide the Lottery with written notice of default, and the Lottery shall cure the default within thirty (30) days.

**6.4 Termination for Convenience**

The Lottery may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days’ written notice to Contractor. In the event of a termination for convenience, the Lottery shall pay Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the Lottery. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT ~~201X-XXX~~**

---

the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract. During the thirty (30) day period, Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the Lottery from such winding down and cessation of Services. The Lottery will be responsible only for reasonable costs to the Contractor in winding down Services under this provision.

**6.5 Termination for Conflict of Interest**

The Lottery may terminate the Contract with 15 days written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts. In such case, the Lottery shall be liable for cost of all services provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the contract activities.

**6.6 Termination Procedure**

Upon termination of the Contract, the Lottery, in addition to any other rights provided in the Contract, may require Contractor to deliver to the Lottery any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the Lottery, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Lottery to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the Lottery directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the Lottery has an interest;
- d. Transfer title to the Lottery and deliver in the manner, at the times, and to the extent directed by the Lottery, any property which is required to be furnished to the Lottery and which has been accepted or requested by the Lottery; and
- e. Provide written Certification to the Lottery that Contractor has surrendered to the Lottery all said property.

**6.7 Transition Services upon termination**

If an awarded contract is not renewed, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State at no additional cost, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees ("transition services").

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

**6.8 Survival**

All of the terms in Section 6 of this Agreement shall survive the termination or expiration of the Agreement.

*Remainder of this page intentionally left blank*

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**SECTION 7 – CONTRACT WARRANTIES AND REPRESENTATIONS**

**7.1 System**

The Contractor warrants that any Systems provided under this Agreement will operate to conform to the Specifications, terms, and requirements of this Agreement.

**7.2 Software**

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the Lottery's option the Contractor shall (a) perform the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the Lottery may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the Lottery has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if Contractor cannot substantially correct a breach in a commercially reasonable manner, the Lottery may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

**7.3 Compatibility**

Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**7.4 Services**

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**7.5 Service Level Agreements and Liquidated Damages**

Contractor agrees that it will meet service levels as set forth in Appendix \_\_\_\_\_. The Lottery may assess liquidated damages in the amount specified for each material failure to meet an agreed upon service level. The Parties agree that it will be extremely impractical and difficult to determine actual damages as a result of any material deviation from the service level agreements. Liquidated damages are not intended as a penalty. It is expressly agreed that the waiver of any liquidated damages due the Lottery shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Failure to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the Lottery.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**SECTION 8 – DATA SECURITY REQUIREMENTS**

**8.1 Data Use Ownership And Restrictions**

**A. Ownership of Data**

The Parties agree that data collected as a result of Contractor's work under this Agreement, including but not limited to, the identification and personal information of players, bet transaction data and financial information is the property of the Lottery and is in the possession of the Contractor solely to provide the services requested under this Agreement. Contractor will be responsible for protecting such information and transmitting requested data to the Lottery at the conclusion of the Agreement in any reasonable format requested by the Lottery.

**B. Business Use and Disclosure of Confidential Information.**

1. The Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying the Lottery so that the Lottery has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that Lottery Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
4. The Contractor agrees Lottery Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
5. The Contractor agrees to grant access to the data to the authorized representatives of the Lottery for the purpose of inspecting to confirm compliance with the terms of this Contract.

**8.2 Methods of Secure Transmission of Data**

1. Application Encryption. If End User is transmitting Lottery data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Lottery data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the



**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data, said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### **8.3 Retention And Disposition of Identifiable Records**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### **A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of New Hampshire systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section 8.4
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. If requested, electronic media containing Lottery data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the Lottery and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**8.4 Procedures For Security**

Contractor agrees to safeguard the Lottery Confidential Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Lottery confidential information collected, processed, managed, and/or stored in the delivery of contracted

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

services.

2. The Contractor will maintain policies and procedures to protect Lottery confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Lottery confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of New Hampshire systems and/or Lottery confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Lottery confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Lottery to sign and comply with all applicable State of New Hampshire system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
9. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The Lottery shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
10. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information.
11. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

12. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Chief Information Security Officer (CISO) of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
13. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such State Data to perform their official duties in connection with purposes identified in this Contract.
14. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced above, implemented to protect Confidential Information that is furnished by State under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing Confidential Information are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - e. limit disclosure of the Confidential Information to the extent permitted by law.
  - f. Confidential Information received under this Contract and individually identifiable data derived from Lottery Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as defined above.
  - h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
  - i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

application.

Contractor is responsible for oversight and compliance of their End Users. Lottery reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided herein, applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**8.5 Data Breach Notification**

RSA 359-C:20 requires public breach notification to individuals whose information has been or may be misused. All legal notifications required as a result of a breach of information collected pursuant to this Contract shall be coordinated with the Lottery.

*Remainder of this page intentionally left blank*

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**SECTION 9 – MISCELANEOUS TERMS AND CONDITIONS**

**9.1 Extension in Case of Emergency**

Notwithstanding the contract term set forth in this Agreement, the Lottery reserves the right to reactivate or further extend the initial contract, or any extension thereof, at the rates and upon the terms and conditions then in effect on thirty (30) days' notice for up to one (1) additional year.

**9.2 Cooperation with Successor Contractors**

Contractor agrees that it will fully cooperate with all reasonable requests to assist a successor contractor in transition of the contracted services at the conclusion of the term of this Agreement. Contractor shall, at a minimum, fully cooperate with migration of the Lottery's data in a reasonable timeframe and in any reasonably requested format. Contractor acknowledges that the Lottery will pay no additional charges for these transition services and that all such services are to be compensated by the Contractor's payment during the course of this Agreement.

**9.3 Insurance**

In addition to the policies required under Part I Section 14 and 15, the Contractor shall purchase and maintain the following policies of insurance for claims which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Errors and Omissions Insurance with limits of not less than two million dollars (\$2,000,000) per claim, to be in force and effect at all times, which will indemnify the Contractor and the State for direct loss which may be incurred due to any error caused by the Contractor, its officers, employees, agents, subcontractors or assigns regardless of negligence. The State shall be named as an additional insured on this policy;
- b. Cyber Liability Insurance with limits of not less than two million dollars (\$2,000,000) per claim, to be in force and effect at all times, which will indemnify the Contractor and the State for financial losses that occur as a result of data breaches or other cyber related events. The State shall be named as an additional insured on this policy;
- c. A Fidelity Bond in the amount of one million dollars (\$1,000,000) covering any loss to the State due to any fraudulent or dishonest act on the part of the Contractor's officers, employees, agents or subcontractors. If the Contractor utilizes agents and subcontractors who are not covered by the Fidelity Bond, it is the responsibility of the Contractor to ensure those agents and subcontractors maintain coverage of the same. If the agents or subcontractors are found guilty of fraudulent or dishonest acts regarding the terms of this contract and they do not have Fidelity Bond coverage, the Contractor will be held liable to cover any loss associated with incident to the State of New Hampshire.

Certificates of insurance must be furnished to the Lottery on date of contract execution.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**9.4 Business Continuity and Disaster Recovery Plan**

Contractor must provide the State with their proposed Business Continuity and Disaster Recovery Plan to be used in the event that the Contractor's primary place of business is rendered inoperable due to acts of terrorism, forces of nature or other unforeseen events.

**9.5 Taxes, Fees and Assessments**

Contractor shall pay all taxes, fees and assessments, however designated, levied or based. The State of New Hampshire is exempt from State and local sales and use taxes on the services provided pursuant to this contract.

**9.6 News Releases**

News releases pertaining to this RFP or the services, study, data, or project to which it relates cannot not be made public without prior written Lottery approval, and then only in accordance with the explicit written instructions from the Lottery. No results of the program are to be released without prior approval of the Lottery and then only to persons designated.

**9.7 Advertising**

Contractor agrees not to use the Lottery name, logos, images, nor any data or results arising from this procurement without prior written approval by the Lottery.

*End of Document*

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
LOTTERY COMMISSION**

**Sports Wagering Systems and Services  
RFP LOT 2020-01**

**ADDENDUM 1**

NHLC amends RFP Lot 2020-01 "Sports Wagering System and Services" dated August 7, 2019 as follows:

1. Section 1, B "Schedule" is amended as follows (changes are noted in bold and italics):

<b>EVENT</b>	<b>DATE</b>	<b>LOCAL TIME</b>
RFP Released to Proposers (Advertisement)	August 7, 2019	
Proposer Inquiry Period Ends	August 26, 2019	4:00 PM
Final Agency Responses to Proposer Inquiries	September 4, 2019	4:00 PM
Proposers Submit Technical Proposals	<i>September 20, 2019</i>	<i>12:00 PM</i>
Estimate Timeframe for Proposer Oral Presentations and Interviews (by invitation)	<i>Week of September 30, 2019 or Week of October 7, 2019</i>	
Price Proposal Due (by invitation)	October 10, 2019	
Estimated Notification of Selection and Begin Contract Negotiations	October 17, 2019	
Estimated Date of Approval of Final Contract	November 20, 2019	

*All times are local to New Hampshire (EDT)*

2. Section 6, E "Oral Interviews and Product Demonstrations" is amended to add the following:

NHLC will consider allowing oral interviews and product demonstrations to be done remotely if the schedule requires.

*Remainder of page intentionally left blank.*



3. Pursuant to Section 3, B "Proposal Inquiries," NHLC issues the following official responses to Proposer inquiries:

Number	Question	RFP Section	NHLC Response
1	Assuming the New Hampshire Lottery completed a market scope and revenue projection case while preparing the RFP, are the details of these findings available for proposers to review? (e.g. Revenue forecast)	General	NHLC provided general revenue projections during the legislative process which are publicly available. NHLC continues to conduct market analysis which is not currently complete but will be shared with selected agents as part of the negotiation process.
2	If GLI certification is not used, what is an acceptable similar certification, authority, and/or test lab?	Section 5.F.	NHLC will be willing to consider other industry recognized gaming laboratories. (GLI is provided as an example).
3	If GLI certification is used, what is the standard? GLI-33 for event wagering software and GLI-20 for kiosk hardware?	Section 5.F.	Yes.
4	When must the standard be met? Prior to launch or within a specified timeframe after launch?	Section 5.F.	All components will be certified at the time of launch unless there are extenuating circumstances that require an extension until post launch.
5	If the standard changes during, prior, or after launch, what is the cure period for the Proposer?	Section 5.F.	NHLC is willing to negotiate a grace period for changes in standards during the course of the contract.
6	Will any additional certifications for software and/or hardware be required?	Section 5.F.	At the present time we have not identified any other certifications that will be needed, however, if the Proposer intends on utilizing other equipment that is subject to a GLI standard, we would require a certification of that equipment. In the event that additional certifications are required by auditors or by law we will require that agents receive such certification in due course.
7	Please define estimated launch schedule for all three channels. Will launch be structured in a phased approach?	General	The launch schedule will be determined based on the contracting process and the proposals submitted. We anticipate that a phased approach will be used to launch different channels, however, that schedule is dependent on this RFP process. NHLC anticipates offering wagers in the first quarter of 2020 and anticipates a complete launch no later than the beginning of the third quarter of 2020.
8	If the Lottery chooses to maintain existing technology, please provide	General	The existing software is proprietary to Intralot. The existing hardware consists of Microlots, Multi-Purpose (MP) terminals and

Number	Question	RFP Section	NHLC Response
	technical requirements for each channel.		Winstations/Instant Ticket Vending Machines (ITVMs).
9	With respect to Charitable Gaming Rooms will these facilities require any additional licensure, other than for new employees?	General	There will be no additional licensing requirements for charitable gaming rooms that are selected to host sports wagering aside from the local approval of Retail Channel locations. All existing charitable gaming license requirements will remain in place.
10	If we desire to partner with any Keno retailers, will there be any additional licensure requirements that are not currently mandated for these locations? Essentially, will Sports Wagering MP's be viewed the same as Keno MP's?	General	Tier III wagering at Keno locations will require no additional licensing requirements. A kiosk offering Tier III wagers will be treated like a Keno MP for licensing purposes.
11	If this Agreement is not funded by monies of the United States, language regarding the same should be removed.	Appendix C, Part I, Section 6	NHLC does not anticipate that the clause identified will be relevant in this contract.
12	The non-solicitation language in Section 7.2 is too restrictive and should be revised to include certain specific exceptions for permissible hiring activity. For example, hiring former State employees and use of general advertisements and job postings not specifically targeting State employees or search firms that are not specifically directed to target State employees should be permitted.	Appendix C, Part I, Section 7.2	NHLC is open to negotiating more restrictive language in Section 7.2
13	These sections may require revision to ensure consistency with insurance coverage currently carried by Proposer.	Appendix C, Part I, Section 14.1.2 and 14.2	NHLC is willing to negotiate these terms if they offer analogous coverage/protection.
14	The provisions in this Section should be modified to avoid conflict with other provisions of the Agreement.	Appendix C, Part II, Section 3.16	NHLC is open to negotiating terms that are inconsistent within the Agreement.
15	This clause is too vague. Workspace requirements should be negotiated and more clearly spelled out.	Appendix C, Part II, Section 3.18	NHLC agrees that this clause will need to be further defined during negotiations and is open to those discussions.

Number	Question	RFP Section	NHLC Response
16	Permissible disclosures should also include disclosures pursuant to applicable law or the requirements of a national securities exchange.	Appendix C, Part II, Section 4.1	NHLC agrees with this proposed revision.
17	Contractor should also have a right of termination if there is a default by the Lottery that is not cured as provided.	Appendix C, Part II, Section 6.3	Given the fact that the contract will be for services required to meet state revenue projections, NHLC is willing to discuss remedies short of termination.
18	The service level agreement is not included as an Appendix.	Appendix C, Part II, Section 7.5	An agreement on SLAs will be negotiated after selection of the agent(s).
19	Data and Security Requirements will be subject to negotiation to ensure consistency with both functionality and operational capabilities of Contractor, its subcontractor(s) and the System as well as applicable legal requirements.	Appendix C, Part II, Section 8	NHLC is open to reasonable modifications on the terms of Section 8.
20	Should the Proposer integrate with Intralot's lottery system in order to have access to player's information for CRM purposes or should the Proposer have two different central system for lotteries and Sportsbook?	Section 5.B.b.	We expect each Proposer to have its own central wagering system and do not anticipate a full integration into the existing lottery or iLottery systems.
21	Should Proposers use the existing NPI wallet for sports wagering online, mobile and retail operations?	Section 5.B.d.	Proposers may propose an integration with the existing NPI player wallet but are not required to do so. NHLC is open to receiving proposals that contain a separate player wallet and payment solution.
22	What are the current New Hampshire payment methods for mobile?	Section 5.B.d.	Currently NHLC accepts Debit Cards, ACH and PayPal to fund an iLottery player wallet.
23	What companies would need to be integrated with a single sign-on?	Section 5.B.e.	Currently NHLC only has a sign-on for iLottery. Single sign-on would require coordination with NPI.
24	How do customers purchase lottery products in the current retail environment?	Section 5.B.k.	Currently NHLC products at retail environments are generally purchased through cash only, however, there are no laws prohibiting the use of debit cards or similar payment method. Proposers

Number	Question	RFP Section	NHLC Response
			are reminded that sports wagers may not be funded through credit cards.
25	Do we need to integrate with existing retailers or should we find our own local retailers and submit the approval to New Hampshire Lottery?	Section 5.C.e.	Proposers may propose to utilize existing licensed gaming facilities, new facilities or a combination of both. There are no "existing retailers" for the sports betting retail channel.
26	What is the existing hardware in lottery environments?	Section 5.D.e.	Intralot supplies Microlot, Winstation/Instant Ticket Vending Machines (ITVMs) and Multi-Purpose (MP) terminals.
27	Is there any kind of player account for Keno retailers?	Section 5.D.g	There is no player account for physical lottery locations.  To further clarify the RFP, the "Keno retailer subset" are bars and restaurants. The majority of the lottery retailer network consists of more traditional convenience stores, gas stations and grocery stores.
28	Should Proposer integrate with Intralot and with the iLottery platform?	Section 5D.i.	This section relates to the existing NHLC retailer network which is serviced by the Intralot gaming system and communications network.
29	Can we know the current hardware and software that is being used currently?	Section 5.F.g.	NHLC does not have a BI system and relies on contractor's proprietary systems. NHLC is seeking a BI solution from Proposers.
30	What are the current systems in place to handle all the batches of information?	Section 5.F.d.	NHLC is seeking a response relating to the Proposer's system and how it is designed to handle spikes in wagering, such as the Super Bowl, etc.
31	Are you seeking integration with the Intralot or NPI system?	Section 5.F.a.	NHLC is seeking a core betting software system directly from the Proposer.
32	Can bets be settled outside New Hampshire or do all the bets have to be created and settled in New Hampshire?	Section 5.F.i.	The wagers must be initiated, completed and received within the state. That would include bet settlement.
33	Could you please clarify the mention of Bet settlement tools if outside of the core system?	Section 5.F.i.	This section requests information on bet settlement software only if it is not a part of the central wagering system.
34	Is there any third party currently used to offer this kind of service with the current offer of products?	Section 5.F.o.	NHLC currently uses Spectra Systems for its Independent Control System (ICS). NHLC does not require integration with the existing ICS

Number	Question	RFP Section	NHLC Response
			system and is open to any third-party trusted source to store a record of transaction data outside of the central wagering system for the purposes of validating the data in the central system.
35	Can bet settlement be done remotely or does it have to be done in New Hampshire?	Section 5.G.d.	The wagers must be initiated, completed and received within the state. That would include bet settlement.
36	Can we do the odds compilation and Management remotely or this has to be done in New Hampshire?	Section 5.G.b.	The wagers must be initiated, completed and received within the state, however, ancillary work such as odds compilation and management may be done remotely so long as it complies with all applicable state and federal laws.
37	Who is processing the payments for mobile, retail and online channels?	Section 5.G.b.	NPI contracts with WorldPay to process iLottery payments.
38	Should we coordinate with the current payment processors to centralize all payments or propose standalone payment processing?	Section 5.G.h. Section 5.H.h.	Proposers may propose to integrate with the existing player wallet and payment processing system or propose a standalone wallet or payment processing system.
39	What is the current third party auditor for New Hampshire Lottery	Section 5.H.k.	NHLC is audited by the New Hampshire State Legislature. Each Lottery vendor or agent will be responsible for obtaining their own audit.
40	Is there any current cash reservation policy for lottery?	Section 5.H.n.	NHLC does not have any cash reserve policies, we are asking Proposers to submit their proposed policies.
41	Could you please clarify what is meant by IRS Reporting? Is it regarding the operations?	Section 5.H.p.	This section addresses IRS reporting arising out of operations including W2G reporting, Form 8300 reporting and all other applicable IRS reporting.
42	Could you please clarify this question further as it is very general?	Section 5.H.q.	Segregation of duties are policies that ensure that one person does not hold permissions or responsibilities in a system or other environment that allows a person to commit and conceal a fraud undetected.
43	Can we make the transition from IAS Standards to SSAE Standards or might be using both standards?	Section 5.J.f.	NHLC will consider a transition period from IAS Standards to SSAE Standards after review and comparison of the standards.
44	Can we know the percentage that we will be retained and also if it's applicable on the stake or GGR (Gaming Gross Revenue)?	Section 5.J.f.	The percentage of GGR retained by the Proposer will be the subject of the Price Proposal after review and scoring of Technical Proposals.

Number	Question	RFP Section	NHLC Response
45	What is the W-2G rate applicable to the different channels Online, retail and mobile?	Section 5.J.f.	The W2G rate is set by the Internal Revenue Service.
46	Will the lottery operate its own lottery brand with its own skin (without a B2C partner skin).	Section 4	NHLC is open to accepting a proposal for a Lottery-branded sports book in any or all of the channels. Any such proposal would still require the proposer to offer the full service of sports betting services identified in the RFP.
47	Will the lottery operate as its own agent for one of the 5 mobile agents or will the lottery only use B2C operator skins as agents?	Section 5.B.	NHLC is open to accepting a proposal similar to existing lottery products in which NHLC is the "front facing" operator in partnership with Proposer.
48	Do you plan to provide iLottery player database access to all sports betting agents in the state?	Section 5B.b.	The determination on sharing of the player database will be made after selection of agents and may be the subject of contract negotiations.
49	Do you envision single sign on for all agents if there are multiple mobile agents in the state?	Section 5B.e	Proposers may, but are not required to, propose single sign-on capability. NHLC was seeking to learn the potential of a Proposer to offer single sign-on, but that is not a requirement for award. NHLC anticipates that single sign-on capability would not be utilized at launch but may be introduced in a subsequent phase of the project. NHLC has not yet made a determination on how to implement single sign-on and is evaluating a Proposer's capability and willingness to implement single sign-on.
50	Do you plan to have consistent branding with the mobile product?	Section 5.D.a.	NHLC is open to different branding concepts. It is not a requirement that all channels be branded in the same manner. Proposers should offer the branding that they believe is best along with any variations they can provide.
51	Can you provide technical details about the existing terminals and software and their ratios across your vendors? Are they web enabled?	Section 5.D.e.	Much of the existing technology is proprietary in nature and NHLC is not in a position to provide specific technical details at this time. NHLC recognizes that proposers may be limited in proposing integration with the existing Lottery providers based on the lack of specific technical details.
52	Can you provide more technical details about the Keno retailer?	Section 5.D.g.	To further clarify the RFP, the "Keno retailer subset" refers to a differentiation in types of locations. Keno locations are bars and restaurants. The majority of the lottery retailer network consists of more traditional convenience stores, gas stations and grocery stores.

Number	Question	RFP Section	NHLC Response
53	We would like to amend certain contractual terms within Appendix C provided. These include, but are not limited to, the warranties and representations, indemnity, termination and data security provisions, the stipulated insurance provisions and the additional resource requirement from service providers (including the contract management provisions).	Appendix C	NHLC is open to negotiation and reasonable modification of the terms identified. In no event will NHLC accept wholesale standard agreements from Proposers as a replacement of the Appendix C document.
54	There are no page limitations on the responses requested for sections A. and J. Would the Lottery like to amend and restrict the page limits for the responses that vendors will provide on the sections mentioned above?	Page 8, Section 5	NHLC does not believe page limitations are required on those sections.
55	Could the Lottery please clarify whether by single sign-on functionality between iLottery & sports betting platforms, implies that players can login to different sportsbook mobile applications with their iLottery credentials? If yes, will the players be allowed to use their iLottery funds to buy sports betting wagers from the Sports Betting applications?	Section 4, VII	Single sign-on functionality is not a requirement in the RFP. A Proposer who sought to propose a single sign-on would mean that it would create functionality for players to sign on once to access their iLottery accounts or sports wagering accounts. This is separate from Player Account Management (PAM) integration which would allow for funding of sports wagers through iLottery player accounts/wallets. Neither single sign-on nor PAM integration is a requirement.
56	Could the Lottery please provide examples of anticipated Tier III sports wagers for the Lottery Network channel?	Section 5.D.	Examples of Tier III wagers would be parlays, multiple event proposition wagers, pools, football parlay cards, etc.
57	Our understanding is that Lottery Network (Tier III) and the internet/mobile sports wagering license(s) (Tier I) will be allowed to offer their product & services all over the New Hampshire state without any legal limitations/restrictions. Please confirm or state otherwise.	General	Wagering must be offered based on the applicable statute, regulations and contractual terms as set forth in this RFP.  There is no requirement for a local approval of mobile wagering or Tier III lottery channel wagering.
58	Does this imply that proposers for less than 3 channels will not be	Section I	Proposers for any channel are expected to propose a full service solution relative to that channel. That

Number	Question	RFP Section	NHLC Response
	asked to propose full-service solutions?		solution can be comprised of subcontractors but will still be the prime responsibility of the Proposer.
59	Will the Lottery consider an extension to the Proposal Submission deadline	Section 1.B.	Modifications to the schedule are provided in this Addendum 1.
60	The proposer may not wish to open/lease/operate retail locations, rather they may wish to service them with all required services and technologies. Would this be allowed?	Section 4.II.	A Proposer may co-locate with another business or lease/rent space from another entity. There is no requirement that the Proposer directly own or lease the location. Proposers will be expected to operate the sports wagering operations at that location.
61	The wording here alludes to all proposers providing acquisition services in coordination with the lottery. Not all proposers can jointly support the lottery's CRM and advertising programs, so assumedly the lottery will only choose one proposer for the marketing of its own brand/operation?	Section 4.III.	All Proposers will be expected to engage in acquisition and CRM to support their own operations.
62	Please define "jurisdiction."	Section 4.IV.	NHLC will consider a jurisdiction to be any governmental entity with a separate regulatory regime for gaming/sports wagering. That can be national, regional, state, provincial or municipal. We are asking that Proposers have operated in at least three (3) separate regulatory environments.
63	Does the current PAM (Player Account Management) provider already provide geolocation of a player, KYC (Know Your Customer) requirements including identity, age and eligibility to play, all relevant AML (Anti-Money Laundering) compliance requirements, and fraud protection and detection?	Section 4.VII.	Yes.
64	Can the lottery elaborate on the "sports integrity monitoring programs" that it may approve, in order for the proposer to estimate accurate costs.	Section 4.VIII.	NHLC will accept any of the industry standard integrity monitoring programs that use betting data from multiple sources to identify integrity concerns.



Number	Question	RFP Section	NHLC Response
65	Does the lottery intend to launch its own mobile "skin"?	Section 5.B.	NHLC is open to accepting a proposal where the Lottery serves as a mobile skin in partnership with a sports wagering provider but will also consider proposals for existing brands or a hybrid between the two.
66	Is the Lottery proposing to potentially share its existing player database with multiple Mobile 'agents'?	Section 5.B.	The determination on sharing of the player database will be made after selection of agents and may be the subject of contract negotiations.
67	Must a proposer also act as an agent (rather than a supplier to the lottery)? It seems as though the only eligible proposers are those that are planning to open their own locations. Please confirm that this understanding is correct.	Section 5.C.	NHLC is seeking proposals for sports wagering agents, not just suppliers.
68	Please define "Substantial history" and "similar markets."	Section 6	Substantial history could be in terms of a great number of jurisdictions or over time in fewer jurisdictions. Similar markets means either US or foreign markets of roughly equivalent size to New Hampshire. Experience in larger markets may also be used.
69	Are personal disclosures of key employees/stakeholders made public?	Section 7	Any request for documents submitted will be governed by New Hampshire law RSA 91-A. NHLC will take all steps in compliance with the law to protect documents that are reasonably identified as confidential.
70	Within the aggressive timeline put forth by the Commission, when and what secondary submission opportunities will be available to ensure a competitive marketplace? For example, if the lottery fails to award 5 mobile contracts in this initial RFP process, will opportunities for consideration be open until all available contracts are awarded?	General	NHLC intends to award contracts to all sports wagering agents through this RFP process subject to all of the rights provided to NHLC by RSA 287-I and the language of the RFP.
71	Will the Commission publish all questions submitted during the Proposer Inquiry Period along with the relative answers?	General	Yes, subject to the provisions of Section 3, B of the RFP.
72	Will there be an opportunity and venue for follow-up discussions	General	Not at this time.

Number	Question	RFP Section	NHLC Response
	based upon the answers to the inquiries?		
73	The RFP states "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." Because the Schedule of Events includes distinctive deadlines for technical, price and other proposals, how is the 180 days applied?	General	The 180 day period will run from the date of submission of the Technical Proposal.
74	In an example where one party is the Sports Wagering operator and the other party is a retail food and beverage operator. Which party would be the "proposer"?	General	The entity that is operating the sports wagering would be the Proposer.
75	If the Sports Wagering operator was defined as the "proposer" what role should the food and beverage operator play in licensing? What would be required of this organization and their officers?	General	This would depend on the role that the food and beverage operator and its employees would have on sports betting operations. The requirements spelled out in the RFP are for sports betting operators and their subcontractors in those operations.
76	Would it be possible to further define the requirement for on-site employee licensing? Cost, frequency, level of effort?	General	The requirements on the agent and its employees are contractual in nature there is no requirement for employee licensing.
77	If Proposer is a joint venture, is there an obligation to return litigation, fines, etc. for the parent companies, beyond the direct relationship in the joint venture.	General	NHLC wants to insure that agents/vendors are of the highest ethical standards. Joint ventures should disclose the requested information for the members of the joint venture including subsidiaries of the parent companies.
78	If Proposer is a new joint venture, how should it fulfill the request for historical financial records?	Section 5.A.II.	Proposer should provide the financial records from the companies that comprise the joint venture.
79	With respect to the Lottery Channel, can you please provide a scope of services that would be requested in this channel?	General	The Scope of Work is identified generally in Section 4 of the RFP, a specific scope of work would be negotiated with the selected Agents.
80	Does the Lottery plan on having all sports wagering (all vendors/agents	Section 1.A.	NHLC anticipates that there will be separate launch dates. Launch dates will be based on

Number	Question	RFP Section	NHLC Response
	across retail, mobile, and lottery channels) having the same launch date, or does the Lottery foresee the possibility of separate launch dates for each channel and/or vendor/agent?		readiness of the Agent to launch. NHLC anticipates that all Agents be prepared to launch as soon as practical after contract execution, and no later than September 1, 2020.
81	Does the Lottery expect to work with mobile agents to promote their mobile sports betting platform through existing Lottery retail locations, for example the placement of advertisements for mobile sports betting bonuses and promotions at Lottery retail locations?	Section 4.III.	Yes.
82	Can the Lottery provide an example of the types of existing financial reports they receive from a vendor or vendors as a model?	Section 4.IX.	Yes, an example of typical financial reporting to the Lottery is attached to this Addendum as Attachment 1.
83	If a Proposer serves a single business in multiple jurisdictions, is each individual jurisdiction counted as a "client" or is the business considered one "client"?	Section 5.A.III.d.	A single business in multiple jurisdictions can be identified as a separate client for each jurisdiction.
84	If a proposer has a parent company that provides services to clients, can those clients' references be used?	Section 5.A.III.d.	Yes.
85	If a Proposer offers sports wagering directly to customers, rather than as a service provider to another business, is it required to comply with the requirements of this subdivision?	Section 5.A.III.d.	Yes, but the information from a jurisdiction's regulatory body would also be acceptable.
86	Will the Proposers be given access to the iLottery platform, or its technical specifications, in order to determine the feasibility of a single sign-on with the Proposer's sports wagering platform?	Section 5.B.	Single sign-on is not a requirement of the RFP. After selection, agents will be provided any technical information needed from NPI to investigate and execute single sign-on if it is deemed appropriate.
87	Is it the Lottery's intent to require customers to physically be present in the State of New Hampshire at	Section 5.F.	Yes. Players must be physically present in NH at the time of deposit and payment of wagers.

Number	Question	RFP Section	NHLC Response
	the time of deposit of funds and payment of wager?		
88	Are there any similar systems in use in New Hampshire currently for other industries to have independent corroboration of their transactional data that may be looked to as a model for such a system?	Section 5.J.	NHLC currently uses Spectra Systems for its Independent Control System (ICS).
89	Do the procedures identified in the last paragraph of Section 7, E apply to information that the Lottery has deemed subject to disclosure or does the Lottery intend to release confidential information it determines to be properly exempted from disclosure unless the Proposer obtains a court order preventing such release?	Section 7.E.	NHLC will not release information that it deems confidential and protected from disclosure under New Hampshire law. The identified language would relate to a situation where there was a dispute or doubt about the confidentiality of requested documents and would give the agent an opportunity to prevent a disclosure.
90	Will the Lottery consider modification/exception to the language related to confidentiality provided in Appendix C during the contract negotiation?	Appendix C, 4.2	NHLC is open to negotiating specific language in that section with the understanding that NHLC cannot waive or modify any requirements under RSA 91-A.
91	Will the Lottery consider modification/exception to the language related to this provision during the contract negotiation phase?	Appendix C, 6.4	NHLC is open to negotiation of that language.
92	Will the Lottery consider modification/exception to the language related to this provision during the contract negotiation phase?	Appendix C, 8.3(b)	NHLC is open to negotiation of that language.
93	Is there anything specific the Lottery is seeking to see included in our Business Continuity and Disaster Recovery Plan?	Appendix C, 9.4	NHLC is not seeking anything specific, merely a commercially reasonable plan to address continuity of operations and recovery in the event of a disaster/unforeseen event.

Number	Question	RFP Section	NHLC Response
94	Would the Lottery be willing to provide the last 12 months of charitable gaming revenue or tax collected by location?	General	Yes, a copy is attached as Attachment 2 to this Addendum.
95	Would it be acceptable for Proposers to use an established sports betting brand for the mobile skin?	General	Yes.
96	Would it be acceptable for Proposers to use an established sports betting brand at each proposed retail location?	General	Yes.
97	Would the Lottery please clarify whether it intends for the same brand to be used across all channels?	General	NHLC is open to different branding concepts that will be informed by the responses to this RFP and market research. At this time, a determination has not been made on a single branding for all channels.
98	Would the Lottery please clarify if it intends to have a common back-office trading platform across all channels and skins, sharing the same betting offer, lines, prices, and risk management pooling?	General	NHLC does not envision a common back-office platform. Each proposer is expected to have its own back-office platform and to grant access to NHLC to perform regulatory and financial oversight.
99	Due to the potential volume and size of financial statements, would the Lottery be willing to accept submission of financial statements on electronic media only?	Section 5.II.	Yes.
100	Would the Lottery please confirm that it is inquiring about Proposers' experience in markets with multiple skins? Or, rather, is the Lottery suggesting the possibility of all mobile agents operating under a similar skin?	General	NHLC is asking about Proposer's experience in markets either as the sole skin or with multiple skins. NHLC is not suggesting that all mobile agents operate under a similar skin.
101	While it is understood that the specific terms and conditions included in the RFP are not subject to further negotiation unless objections are raised during the Proposer Inquiry Period, key substantive portions of the agreement to be awarded pursuant to this RFP, such as service levels	Appendix C	NHLC acknowledges that key portions of the agreement require additional negotiation, including Service Level Agreements (SLAs), Scope of Work and payment terms. After selection of an Agent(s), NHLC will open contract negotiation on these terms. NHLC has addressed the specific terms that it is willing to negotiate in the Q&A. Additional terms which have been left

Number	Question	RFP Section	NHLC Response
	and the referenced exhibits in the standard terms and conditions, are missing. Would the Lottery please explain how these provisions will be negotiated and the applicable process?		blank (such as SLAs) will be negotiated at that time.
102	Will the Lottery please specify the specific forms that will be attached as Exhibits A, B and C to the Standard Terms and Conditions, and how these exhibits will be negotiated and finalized?	Appendix C	Exhibit A will be the Scope of Work which will be crafted based on the Proposer's response, Exhibit B will be the Pricing Terms which will be based on the Proposer's price proposal and Exhibit C will be any exceptions/modifications from standard State terms. After selection of an Agent(s), NHLC will open contract negotiation on these terms.
103	As Section 6.3 of Appendix C is related to compliance with Executive Order No. 11246 and related rules, regulations and guidelines, would the Lottery please confirm that the final sentence of this section is limited in scope to confirming compliance with this Executive Order?	Appendix C, 6.3	Yes, that is correct.
104	Section 8.1.1 states that a failure to perform the Services satisfactorily or on schedule constitutes an Event of Default, Performing Services satisfactorily is broad. Would the Lottery consider negotiating this section to either delete the satisfactory requirement and only include the timely provision of Services or otherwise set forth more defined terms of what constitutes satisfactory performance other than provision of Services pursuant to the terms of the agreement?	Appendix C, 8.1.1	NHLC is open to reasonable modifications of that provision during negotiations.
105	Sections 8.2 and 8.2.1 provides the Contractor with at most 30 days to cure an Event of Default from the date of notice. Would the Lottery be willing to negotiate this term to allow Contractor to begin curing the Event of Default within 30	Appendix C, 8.2, 8.2.1	NHLC is open to reasonable modifications of that provision during negotiations.

Number	Question	RFP Section	NHLC Response
	days, but if it is not an Event of Default that can be cured in such period of time, to extend the time period to a reasonable period of time?		
106	As all of the remedies set forth for Events of Default in Section 8 (including in Section 8.2.2 suspending and terminating all payments otherwise payable until the default is cured) apply to immaterial and material defaults, would the Lottery be willing to consider negotiating this section to ensure that the remedies for immaterial defaults are fair and reasonable? For example, would the Lottery be willing to revise the remedies to apply only to material defaults or immaterial defaults that have not been cured during the stated period?	Appendix C, 8.2.2	NHLC is open to reasonable modifications of that provision during negotiations.
107	Would the Lottery be willing to consider revising Section 9.3 to specify that only disclosure of confidential data, or data that is otherwise not to be disclosed by Contractors under N.H. RSA chapter 91-A, requires prior written approval of the State?	Appendix C, 9.3	Yes, only disclosure of confidential data will require written approval.
108	Would the Lottery please confirm that the Contractor's liability under Section 13 is subject to Section 2 – General Terms and Conditions, Section 2.12 (Force Majeure) and consider revising the terms to clarify this point?	Appendix C, 13	Yes.
109	Would the Lottery be willing to consider revising Section 13. to clarify that any losses or damages to the extent caused by the Lottery are not covered by the Contractor's indemnification obligation?	Appendix C, 13	NHLC is open to reasonable modifications of that provision during negotiations.

<b>Number</b>	<b>Question</b>	<b>RFP Section</b>	<b>NHLC Response</b>
110	Could the Lottery please confirm our understanding that the reference in 2.1 B to "Part 2 – General Terms and Conditions" refers to Section 2 – General Terms and Conditions?	Appendix C, 2.1B	Yes, Part 2 refers to "Section 2 – General Terms and Conditions" this will be clarified in the final contracts.
111	Will the Lottery please specify the order of precedence for the other sections of the contract included in the RFP?	Appendix C, 2.2	Any additional provision included in the contract will be considered documents identified in Appendix C, 2.1C.
112	Would the Lottery be willing to consider a limitation on the Contractor's liability	Appendix C	NHLC is open to negotiation on a limitation of liability but will not address specific language at this time.
113	Would the Lottery be willing to consider revising Section 6.2 to specify that the Lottery will not procure services pursuant to section 6.2(d) except in the case of a material, uncured breach whereby the Contractor cannot or will not provide the Services?	Appendix C, 6.2	NHLC is open to reasonable modifications of that provision during negotiations.
114	Section 6.2(d) provides that the remedy available to the Lottery to procure services is subject to "the limitations of liability set forth in the Contract". Will the Contractor be able to negotiate a reasonable limitation on its aggregate liability under this Agreement to be awarded pursuant to this RFP?	Appendix C, 6.2C	NHLC is open to negotiation on a limitation of liability.
115	Will the Lottery please specify when and how the license terms and related intellectual property provisions will be negotiated?	Appendix C	NHLC will negotiate these provisions during the contract negotiations after selection of Agent(s).
116	Would the Lottery please specify whether and when service levels and any associated liquidated damages will be negotiated?	Appendix C	SLAs will be the subject of contract negotiations with the selected Agent(s).

<End>



GAMES OF CHANCE REVENUE BREAKDOWN

JULY 2018				
Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 83,712.00	\$ 8,558.17	\$ 29,299.20	\$ 45,854.63
Cheers Poker Room & Casino	\$ -	\$ -	\$ -	\$ -
Concord Bingo Too, LLC	\$ 84,027.00	\$ 9,304.35	\$ 29,081.50	\$ 45,641.15
EESKAY NH, Inc.	\$ 538,937.00	\$ 54,109.10	\$ 188,627.95	\$ 296,199.95
Granite State Poker Alliance, LLC	\$ 194,576.00	\$ 23,475.15	\$ 70,537.90	\$ 100,562.95
HBC Gaming, LLC	\$ 73,124.00	\$ 7,312.40	\$ 25,593.70	\$ 40,217.90
Kymalimi, LLC	\$ 674,119.56	\$ 67,411.95	\$ 235,941.85	\$ 370,765.76
Lebanon Poker Room & Casino, LLC	\$ 27,134.00	\$ 3,410.15	\$ 9,496.90	\$ 14,226.95
New England Gaming & Consulting, LLC	\$ 18,153.00	\$ 1,783.80	\$ 6,353.55	\$ 10,015.65
NHCG, LLC	\$ 155,922.40	\$ 16,252.31	\$ 54,572.84	\$ 85,097.25
Northwoods Casino	\$ 9,495.00	\$ 1,207.50	\$ 3,699.15	\$ 4,588.35
Oceanfront Gaming, Inc.	\$ 147,618.50	\$ 14,795.95	\$ 51,666.48	\$ 81,156.07
Pleasant Street Gaming, LLC	\$ 8,186.00	\$ 812.60	\$ 2,865.10	\$ 4,508.30
Seabrook Gaming, LLC	\$ 168,095.00	\$ 18,215.85	\$ 58,833.25	\$ 91,045.90
Seacoast Fundraising, LLC	\$ 232,646.00	\$ 26,003.80	\$ 81,438.00	\$ 125,204.20
<b>TOTALS:</b>	<b>\$ 2,415,745.46</b>	<b>\$ 252,653.08</b>	<b>\$ 848,007.37</b>	<b>\$ 1,315,085.01</b>

AUGUST 2018				
Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 73,348.00	\$ 7,317.80	\$ 25,671.80	\$ 40,358.40
Cheers Poker Room & Casino	\$ -	\$ -	\$ -	\$ -
Concord Bingo Too, LLC	\$ 63,944.00	\$ 7,416.45	\$ 22,380.40	\$ 34,147.15
EESKAY NH, Inc.	\$ 492,031.00	\$ 49,369.50	\$ 172,210.85	\$ 270,450.65
Granite State Poker Alliance, LLC	\$ 271,686.00	\$ 28,201.50	\$ 95,090.10	\$ 148,394.40
HBC Gaming, LLC	\$ 57,836.00	\$ 7,424.30	\$ 20,242.60	\$ 30,169.10
Kymalimi, LLC	\$ 757,125.00	\$ 76,068.35	\$ 264,993.75	\$ 416,062.90
Lebanon Poker Room & Casino, LLC	\$ 75,817.50	\$ 7,799.00	\$ 26,536.13	\$ 41,482.37
New England Gaming & Consulting, LLC	\$ 15,869.00	\$ 1,603.20	\$ 5,554.15	\$ 8,711.65
NHCG, LLC	\$ 126,654.50	\$ 13,735.80	\$ 44,329.08	\$ 68,589.62
Northwoods Casino	\$ 4,028.00	\$ 518.50	\$ 1,571.15	\$ 1,938.35
Oceanfront Gaming, Inc.	\$ 128,902.00	\$ 12,890.20	\$ 45,115.70	\$ 70,896.10
Pleasant Street Gaming, LLC	\$ 8,077.00	\$ 807.70	\$ 2,826.95	\$ 4,442.35

GAMES OF CHANCE REVENUE BREAKDOWN

Seabrook Gaming, LLC	\$ 157,258.00	\$ 17,075.95	\$ 55,040.30	\$ 85,141.75
Seacoast Fundraising, LLC	\$ 204,211.00	\$ 24,190.20	\$ 71,486.00	\$ 108,534.80
<b>TOTALS:</b>	<b>\$ 2,436,787.00</b>	<b>\$ 254,418.45</b>	<b>\$ 853,048.96</b>	<b>\$ 1,329,319.59</b>

SEPTEMBER 2018

Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 71,323.50	\$ 7,328.60	\$ 24,963.23	\$ 39,031.67
Cheers Poker Room & Casino	\$ -	\$ -	\$ -	\$ -
Concord Bingo Too, LLC	\$ 58,001.00	\$ 6,545.70	\$ 20,300.35	\$ 31,154.95
EESKAY NH, Inc.	\$ 533,375.00	\$ 53,670.60	\$ 186,681.25	\$ 293,023.15
Granite State Poker Alliance, LLC	\$ 203,009.00	\$ 22,574.70	\$ 71,053.15	\$ 109,381.15
HBC Gaming, LLC	\$ 14,231.00	\$ 1,423.10	\$ 4,980.85	\$ 7,827.05
Kymalimi, LLC	\$ 743,171.50	\$ 74,570.90	\$ 260,110.03	\$ 408,490.57
Lebanon Poker Room & Casino, LLC	\$ 67,767.50	\$ 7,032.85	\$ 23,718.63	\$ 37,016.02
New England Gaming & Consulting, LLC	\$ 8,197.00	\$ 1,680.10	\$ 2,868.95	\$ 3,647.95
NHCG, LLC	\$ 126,129.00	\$ 13,341.05	\$ 44,145.15	\$ 68,642.80
Northwoods Casino	\$ 1,409.00	\$ 222.70	\$ 493.15	\$ 693.15
Oceanfront Gaming, Inc.	\$ 90,222.50	\$ 10,037.05	\$ 31,577.88	\$ 48,607.57
Pleasant Street Gaming, LLC	\$ 6,957.00	\$ 695.70	\$ 2,434.95	\$ 3,826.35
Seabrook Gaming, LLC	\$ 125,839.00	\$ 14,846.25	\$ 44,043.65	\$ 66,949.10
Seacoast Fundraising, LLC	\$ 163,885.00	\$ 21,580.50	\$ 57,359.75	\$ 84,944.75
<b>TOTALS:</b>	<b>\$ 2,213,517.00</b>	<b>\$ 235,549.80</b>	<b>\$ 774,730.97</b>	<b>\$ 1,203,236.23</b>

OCTOBER 2018

Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 60,405.50	\$ 6,123.15	\$ 21,141.93	\$ 33,140.42
Cheers Poker Room & Casino	\$ -	\$ -	\$ -	\$ -
Concord Bingo Too, LLC	\$ 65,699.00	\$ 7,425.65	\$ 22,994.65	\$ 35,278.70
EESKAY NH, Inc.	\$ 508,309.00	\$ 51,118.00	\$ 177,908.15	\$ 279,282.85
Granite State Poker Alliance, LLC	\$ 240,708.00	\$ 25,228.40	\$ 84,247.80	\$ 131,231.80
HBC Gaming, LLC	\$ -	\$ -	\$ -	\$ -
Kymalimi, LLC	\$ 768,515.50	\$ 76,851.55	\$ 268,980.43	\$ 422,683.52
Lebanon Poker Room & Casino, LLC	\$ 55,858.00	\$ 5,999.50	\$ 19,550.30	\$ 30,308.20
New England Gaming & Consulting, LLC	\$ 15,140.00	\$ 1,494.80	\$ 5,299.00	\$ 8,346.20

**GAMES OF CHANCE REVENUE BREAKDOWN**

NHCG, LLC	\$ 144,045.50	\$ 14,498.40	\$ 50,415.93	\$ 79,131.17
Northwoods Casino	\$ 15,192.00	\$ 1,758.80	\$ 5,317.20	\$ 8,116.00
Oceanfront Gaming, Inc.	\$ 66,953.00	\$ 6,695.30	\$ 23,433.55	\$ 36,824.15
Pleasant Street Gaming, LLC	\$ 5,343.00	\$ 534.30	\$ 1,870.05	\$ 2,938.65
Seabrook Gaming, LLC	\$ 128,881.00	\$ 13,959.70	\$ 45,108.35	\$ 69,812.95
Seacoast Fundraising, LLC	\$ 196,165.00	\$ 21,684.60	\$ 68,657.75	\$ 105,822.65
<b>TOTALS:</b>	<b>\$ 2,271,214.50</b>	<b>\$ 233,372.15</b>	<b>\$ 794,925.09</b>	<b>\$ 1,242,917.26</b>

**NOVEMBER 2018**

Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 65,231.50	\$ 6,664.70	\$ 22,831.03	\$ 35,735.77
Cheers Poker Room & Casino	\$ 18,011.00	\$ 2,228.10	\$ 6,303.85	\$ 9,479.05
Concord Bingo Too, LLC	\$ 38,593.00	\$ 6,066.55	\$ 13,507.55	\$ 19,018.90
EESKAY NH, Inc.	\$ 546,612.00	\$ 54,982.80	\$ 191,314.20	\$ 300,315.00
Granite State Poker Alliance, LLC	\$ 265,956.00	\$ 28,243.00	\$ 93,084.60	\$ 144,628.40
HBC Gaming, LLC	\$ -	\$ -	\$ -	\$ -
Kymalimi, LLC	\$ 765,179.00	\$ 76,517.90	\$ 267,812.65	\$ 420,848.45
Lebanon Poker Room & Casino, LLC	\$ 36,891.00	\$ 5,620.40	\$ 12,911.85	\$ 18,358.75
New England Gaming & Consulting, LLC	\$ 15,449.00	\$ 1,566.90	\$ 5,407.15	\$ 8,474.95
NHCG, LLC	\$ 132,663.00	\$ 14,136.25	\$ 46,432.05	\$ 72,094.70
Northwoods Casino	\$ 17,783.00	\$ 2,009.90	\$ 6,224.05	\$ 9,549.05
Oceanfront Gaming, Inc.	\$ 61,533.00	\$ 6,306.35	\$ 21,536.55	\$ 33,690.10
Pleasant Street Gaming, LLC	\$ 3,935.00	\$ 393.50	\$ 1,377.25	\$ 2,164.25
Seabrook Gaming, LLC	\$ 127,350.00	\$ 15,079.95	\$ 44,572.50	\$ 67,697.55
Seacoast Fundraising, LLC	\$ 226,259.00	\$ 25,152.90	\$ 79,190.65	\$ 121,915.45
<b>TOTALS:</b>	<b>\$ 2,321,445.50</b>	<b>\$ 244,969.20</b>	<b>\$ 812,505.93</b>	<b>\$ 1,263,970.37</b>

**DECEMBER 2018**

Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 73,287.00	\$ 7,432.40	\$ 25,650.45	\$ 40,204.15
Cheers Poker Room & Casino	\$ 31,987.50	\$ 3,238.08	\$ 11,195.63	\$ 17,553.79
Concord Bingo Too, LLC	\$ 59,192.00	\$ 7,048.00	\$ 20,717.20	\$ 31,426.80
EESKAY NH, Inc.	\$ 663,448.00	\$ 66,629.40	\$ 232,206.80	\$ 364,611.80
Granite State Poker Alliance, LLC	\$ 294,084.00	\$ 30,311.95	\$ 102,929.40	\$ 160,842.65

**GAMES OF CHANCE REVENUE BREAKDOWN**

HBC Gaming, LLC	\$ -	\$ -	\$ -	\$ -
Kymalimi, LLC	\$ 840,764.50	\$ 84,076.45	\$ 294,267.58	\$ 462,420.47
Lebanon Poker Room & Casino, LLC	\$ 66,834.00	\$ 6,826.10	\$ 23,391.90	\$ 36,616.00
New England Gaming & Consulting, LLC	\$ 15,779.00	\$ 1,704.80	\$ 5,522.65	\$ 8,551.55
NHCG, LLC	\$ 158,777.50	\$ 16,002.40	\$ 55,572.13	\$ 87,202.97
Northwoods Casino	\$ 12,174.00	\$ 1,444.45	\$ 4,260.90	\$ 6,468.65
Oceanfront Gaming, Inc.	\$ 63,520.50	\$ 6,971.65	\$ 22,232.18	\$ 34,316.67
Seabrook Gaming, LLC	\$ 100,866.00	\$ 11,447.15	\$ 35,303.10	\$ 54,115.75
Seacoast Fundraising, LLC	\$ 161,502.00	\$ 24,521.35	\$ 56,525.70	\$ 80,454.95
<b>TOTALS:</b>	<b>\$ 2,542,216.00</b>	<b>\$ 267,654.18</b>	<b>\$ 889,775.62</b>	<b>\$ 1,384,786.20</b>

<b>JANUARY 2019</b>				
<b>Room</b>	<b>Total Tax</b>	<b>Total Revenue</b>	<b>Total Charity Allocation</b>	<b>Total GOE Retained</b>
Lakes Region Casino	\$ 6,441.45	\$ 62,780.00	\$ 21,973.00	\$ 34,365.55
Cheers Poker Room & Casino	\$ 1,543.05	\$ 11,970.50	\$ 4,189.68	\$ 6,237.77
Keene Casino	\$ 6,913.70	\$ 60,017.00	\$ 21,005.95	\$ 32,097.35
Boston Billiard Club & Casino	\$ 60,913.40	\$ 604,139.00	\$ 211,448.65	\$ 331,776.95
Manchester Poker Room & Casino	\$ 29,795.75	\$ 272,951.00	\$ 95,532.85	\$ 147,622.40
Aces & Eights Casino	\$ -	\$ -	\$ -	\$ -
Chasers Poker Room	\$ 81,414.23	\$ 814,142.25	\$ 284,949.79	\$ 447,778.23
Lebanon Poker Room & Casino	\$ 7,011.70	\$ 68,171.50	\$ 23,860.03	\$ 37,299.77
The Governor's Inn	\$ 1,164.70	\$ 9,915.00	\$ 3,470.25	\$ 5,280.05
The River Casino & Sports Bar	\$ 15,257.80	\$ 151,854.50	\$ 53,149.08	\$ 83,447.62
Northwoods Casino	\$ 1,724.15	\$ 15,423.00	\$ 5,398.05	\$ 8,300.80
Ocean Gaming Casino	\$ 6,041.75	\$ 59,342.50	\$ 20,769.88	\$ 32,530.87
Seabrook Gaming, LLC	\$ 13,967.25	\$ 126,906.00	\$ 44,417.10	\$ 68,521.65
The Poker Room at One Lafayette	\$ 27,456.60	\$ 249,554.00	\$ 87,343.90	\$ 134,753.50
<b>TOTALS:</b>	<b>\$ 259,645.53</b>	<b>\$ 2,507,166.25</b>	<b>\$ 877,508.21</b>	<b>\$ 1,370,012.51</b>

<b>FEBRUARY 2019</b>				
<b>Room</b>	<b>Total Tax</b>	<b>Total Revenue</b>	<b>Total Charity Allocation</b>	<b>Total GOE Retained</b>
Lakes Region Casino	\$ 6,948.90	\$ 69,347.00	\$ 24,271.45	\$ 38,126.65
Keene Casino	\$ 6,584.85	\$ 59,436.00	\$ 20,802.60	\$ 32,048.55

**GAMES OF CHANCE REVENUE BREAKDOWN**

Boston Billiard Club & Casino	\$ 59,246.80	\$ 587,108.00	\$ 205,487.80	\$ 322,373.40
Manchester Poker Room & Casino	\$ 30,062.25	\$ 276,161.00	\$ 96,656.35	\$ 149,442.40
Aces & Eights Casino	\$ -	\$ -	\$ -	\$ -
Chasers Poker Room	\$ 80,962.50	\$ 808,021.50	\$ 282,807.53	\$ 444,251.47
Lebanon Poker Room & Casino	\$ 7,038.60	\$ 65,330.50	\$ 22,865.68	\$ 35,426.22
The Governor's Inn	\$ 1,985.70	\$ 18,864.00	\$ 6,602.40	\$ 10,275.90
The River Casino & Sports Bar	\$ 16,364.60	\$ 162,551.50	\$ 56,893.03	\$ 89,293.87
Northwoods Casino	\$ 1,000.35	\$ 6,780.00	\$ 2,373.00	\$ 3,406.65
Ocean Gaming Casino	\$ 7,304.20	\$ 73,042.00	\$ 25,564.70	\$ 40,173.10
Greyhound Casino & Tavern	\$ 16,701.65	\$ 151,092.00	\$ 52,882.20	\$ 81,508.15
The Poker Room at One Lafayette	\$ 27,515.40	\$ 249,858.00	\$ 87,450.30	\$ 134,892.30
<b>TOTALS:</b>	<b>\$ 261,715.80</b>	<b>\$ 2,527,591.50</b>	<b>\$ 884,657.04</b>	<b>\$ 1,381,218.66</b>

<b>FEBRUARY 2019</b>				
<b>Room</b>	<b>Total Tax</b>	<b>Total Revenue</b>	<b>Total Charity Allocation</b>	<b>Total GOE Retained</b>
Lakes Region Casino	\$ 6,948.90	\$ 69,347.00	\$ 24,271.45	\$ 38,126.65
Keene Casino	\$ 6,584.85	\$ 59,436.00	\$ 20,802.60	\$ 32,048.55
Boston Billiard Club & Casino	\$ 59,246.80	\$ 587,108.00	\$ 205,487.80	\$ 322,373.40
Manchester Poker Room & Casino	\$ 30,062.25	\$ 276,161.00	\$ 96,656.35	\$ 149,442.40
Aces & Eights Casino	\$ -	\$ -	\$ -	\$ -
Chasers Poker Room	\$ 80,962.50	\$ 808,021.50	\$ 282,807.53	\$ 444,251.47
Lebanon Poker Room & Casino	\$ 7,038.60	\$ 65,330.50	\$ 22,865.68	\$ 35,426.22
The Governor's Inn	\$ 1,985.70	\$ 18,864.00	\$ 6,602.40	\$ 10,275.90
The River Casino & Sports Bar	\$ 16,364.60	\$ 162,551.50	\$ 56,893.03	\$ 89,293.87
Northwoods Casino	\$ 1,000.35	\$ 6,780.00	\$ 2,373.00	\$ 3,406.65
Ocean Gaming Casino	\$ 7,304.20	\$ 73,042.00	\$ 25,564.70	\$ 40,173.10
Greyhound Casino & Tavern	\$ 16,701.65	\$ 151,092.00	\$ 52,882.20	\$ 81,508.15
The Poker Room at One Lafayette	\$ 27,515.40	\$ 249,858.00	\$ 87,450.30	\$ 134,892.30
<b>TOTALS:</b>	<b>\$ 261,715.80</b>	<b>\$ 2,527,591.50</b>	<b>\$ 884,657.04</b>	<b>\$ 1,381,218.66</b>

<b>MARCH 2019</b>				
<b>Room</b>	<b>Total Tax</b>	<b>Total Revenue</b>	<b>Total Charity Allocation</b>	<b>Total GOE Retained</b>
Lakes Region Casino	\$ 9,773.05	\$ 97,419.00	\$ 34,096.65	\$ 53,549.30
Keene Casino	\$ 9,726.55	\$ 93,354.00	\$ 32,673.90	\$ 50,953.55

GAMES OF CHANCE REVENUE BREAKDOWN

Boston Billiard Club & Casino	\$ 74,131.20	\$ 736,322.00	\$ 257,712.70	\$ 404,478.10
Manchester Poker Room & Casino	\$ 33,660.75	\$ 322,084.00	\$ 112,729.40	\$ 175,693.85
Aces & Eights Casino	\$ -	\$ -	\$ -	\$ -
Chasers Poker Room	\$ 94,371.90	\$ 943,719.00	\$ 330,301.65	\$ 519,045.45
Lebanon Poker Room & Casino	\$ 9,246.25	\$ 85,777.50	\$ 30,022.13	\$ 46,509.12
The Governor's Inn	\$ 2,003.80	\$ 17,397.00	\$ 6,088.95	\$ 9,304.25
The River Casino & Sports Bar	\$ 17,405.10	\$ 172,659.50	\$ 60,430.83	\$ 94,823.57
Northwoods Casino	\$ 1,895.80	\$ 17,495.00	\$ 6,123.25	\$ 9,475.95
Ocean Gaming Casino	\$ 7,517.15	\$ 74,901.50	\$ 26,215.53	\$ 41,168.82
Greyhound Casino & Tavern	\$ 20,870.05	\$ 188,861.00	\$ 66,101.35	\$ 101,889.60
The Poker Room at One Lafayette	\$ 31,811.00	\$ 290,976.00	\$ 101,841.60	\$ 157,323.40
<b>TOTALS:</b>	<b>\$ 312,412.60</b>	<b>\$ 3,040,965.50</b>	<b>\$ 1,064,337.94</b>	<b>\$ 1,664,214.96</b>

APRIL 2019				
Room	Total Tax	Total Revenue	Total Charity Allocation	Total GOE Retained
Lakes Region Casino	\$ 7,527.30	\$ 74,786.00	\$ 26,175.10	\$ 41,083.60
Keene Casino	\$ 7,188.45	\$ 65,378.00	\$ 22,882.30	\$ 35,307.25
Boston Billiard Club & Casino	\$ 64,859.70	\$ 644,362.00	\$ 225,526.70	\$ 353,975.60
Manchester Poker Room & Casino	\$ 31,561.45	\$ 298,797.00	\$ 104,578.95	\$ 162,656.60
Aces & Eights Casino	\$ -	\$ -	\$ -	\$ -
Chasers Poker Room	\$ 88,878.10	\$ 888,781.00	\$ 311,073.35	\$ 488,829.55
Lebanon Poker Room & Casino	\$ 8,602.85	\$ 82,184.50	\$ 28,764.58	\$ 44,817.07
The Governor's Inn	\$ 1,667.50	\$ 14,760.00	\$ 5,166.00	\$ 7,926.50
The River Casino & Sports Bar	\$ 18,644.31	\$ 185,674.50	\$ 64,986.08	\$ 102,044.11
Northwoods Casino	\$ 1,633.70	\$ 14,014.00	\$ 4,904.90	\$ 7,475.40
Ocean Gaming Casino	\$ 9,971.95	\$ 99,700.50	\$ 34,895.18	\$ 54,833.37
Greyhound Casino & Tavern	\$ 18,393.80	\$ 168,801.00	\$ 59,080.35	\$ 91,326.85
The Poker Room at One Lafayette	\$ 27,447.40	\$ 251,478.00	\$ 88,017.30	\$ 136,013.30
<b>TOTALS:</b>	<b>\$ 286,376.51</b>	<b>\$ 2,788,716.50</b>	<b>\$ 976,050.79</b>	<b>\$ 1,526,289.20</b>

MAY 2019				
Room	Total Tax	Total Revenue	Total Charity Allocation	Total GOE Retained
Aces & Eights Casino	\$ 369.50	\$ 3,965.00	\$ 1,387.75	\$ 2,207.75
Boston Billiard Club & Casino	\$ 65,953.60	\$ 654,616.00	\$ 229,115.60	\$ 359,546.80

**GAMES OF CHANCE REVENUE BREAKDOWN**

Chasers Poker Room	\$ 89,864.15	\$ 898,641.50	\$ 314,524.53	\$ 494,252.82
Greyhound Casino & Tavern	\$ 24,001.35	\$ 226,220.00	\$ 79,177.00	\$ 123,041.65
Keene Casino	\$ 7,298.50	\$ 67,712.00	\$ 23,699.20	\$ 36,714.30
Lakes Region Casino	\$ 6,797.90	\$ 67,926.00	\$ 23,774.10	\$ 37,354.00
Lebanon Poker Room & Casino	\$ 10,101.85	\$ 95,892.00	\$ 33,562.20	\$ 52,227.95
Manchester Poker Room & Casino	\$ 29,259.80	\$ 261,911.00	\$ 91,668.85	\$ 140,982.35
Northwoods Casino	\$ 1,693.40	\$ 14,342.00	\$ 5,019.70	\$ 7,628.90
Ocean Gaming Casino	\$ 10,848.10	\$ 108,481.00	\$ 37,968.35	\$ 59,664.55
The Governor's Inn	\$ 1,732.60	\$ 14,461.00	\$ 5,061.35	\$ 7,667.05
The Poker Room at One Lafayette	\$ 26,241.05	\$ 238,986.00	\$ 83,645.10	\$ 129,099.85
The River Casino & Sports Bar	\$ 18,422.45	\$ 183,369.00	\$ 64,179.15	\$ 100,767.40
<b>TOTALS:</b>	<b>\$ 292,584.25</b>	<b>\$ 2,836,522.50</b>	<b>\$ 992,782.88</b>	<b>\$ 1,551,155.37</b>

**JUNE 2019**

Room	Total Tax	Total Revenue	Total Charity Allocation	Total GOE Retained
Aces & Eights Casino	\$ 1,892.90	\$ 18,929.00	\$ 6,625.15	\$ 10,410.95
Boston Billiard Club & Casino	\$ 60,600.90	\$ 603,165.00	\$ 211,107.75	\$ 331,456.35
Chasers Poker Room	\$ 78,192.95	\$ 781,110.50	\$ 273,388.68	\$ 429,528.87
Concord Casino	\$ 795.70	\$ 7,798.00	\$ 2,729.30	\$ 4,273.00
Greyhound Casino & Tavern	\$ 20,986.50	\$ 196,741.50	\$ 68,859.53	\$ 106,895.47
Keene Casino	\$ 7,836.00	\$ 74,991.00	\$ 26,246.85	\$ 40,908.15
Lakes Region Casino	\$ 7,137.00	\$ 70,893.00	\$ 24,812.55	\$ 38,943.45
Lebanon Poker Room & Casino	\$ 8,269.30	\$ 74,202.00	\$ 25,970.70	\$ 39,962.00
Manchester Poker Room & Casino	\$ 27,211.80	\$ 255,197.00	\$ 89,318.95	\$ 138,666.25
Northwoods Casino	\$ 2,227.00	\$ 21,285.00	\$ 7,449.75	\$ 11,608.25
Ocean Gaming Casino	\$ 11,772.00	\$ 117,720.00	\$ 41,202.00	\$ 64,746.00
The Governor's Inn	\$ 1,251.70	\$ 10,048.00	\$ 3,516.80	\$ 5,279.50
The Poker Room at One Lafayette	\$ 23,218.70	\$ 212,326.00	\$ 74,314.10	\$ 114,793.20
The River Casino & Sports Bar	\$ 16,301.30	\$ 161,676.00	\$ 56,586.60	\$ 88,788.10
<b>TOTALS:</b>	<b>\$ 267,693.75</b>	<b>\$ 2,606,082.00</b>	<b>\$ 912,128.71</b>	<b>\$ 1,426,259.54</b>

**JULY 2019**

Room	Total Tax	Total Revenue	Total Charity Allocation	Total GOE Retained
Aces & Eights Casino	\$ 5,235.90	\$ 51,079.00	\$ 17,877.65	\$ 27,965.45

GAMES OF CHANCE REVENUE BREAKDOWN

Boston Billiard Club & Casino	\$ 58,390.60	\$ 579,361.00	\$ 202,776.35	\$ 318,194.05
Chasers Poker Room	\$ 55,469.80	\$ 549,902.50	\$ 192,465.88	\$ 301,966.82
Concord Casino	\$ 2,208.20	\$ 22,082.00	\$ 7,728.70	\$ 12,145.10
Greyhound Casino & Tavern	\$ 19,792.70	\$ 149,333.00	\$ 52,266.55	\$ 77,273.75
Keene Casino	\$ 6,196.50	\$ 47,332.00	\$ 16,566.20	\$ 24,569.30
Lakes Region Casino	\$ 6,836.15	\$ 65,784.50	\$ 23,024.58	\$ 35,923.77
Lebanon Poker Room & Casino	\$ 9,895.05	\$ 93,016.50	\$ 32,555.78	\$ 50,565.67
Manchester Poker Room & Casino	\$ 26,094.40	\$ 246,186.00	\$ 86,165.10	\$ 133,926.50
Northwoods Casino	\$ 2,339.40	\$ 22,064.00	\$ 7,722.40	\$ 12,002.20
Ocean Gaming Casino	\$ 15,248.20	\$ 148,354.53	\$ 51,924.09	\$ 81,182.24
The Governor's Inn	\$ 1,180.30	\$ 9,864.00	\$ 3,452.40	\$ 5,231.30
The Poker Room at One Lafayette	\$ 21,808.60	\$ 195,229.00	\$ 68,330.15	\$ 105,090.25
The River Casino & Sports Bar	\$ 11,537.40	\$ 114,466.00	\$ 40,063.10	\$ 62,865.50
<b>TOTALS:</b>	<b>\$ 242,233.20</b>	<b>\$ 2,294,054.03</b>	<b>\$ 802,918.93</b>	<b>\$ 1,248,901.90</b>



**Amendment 4 to  
Contract Dated July 1, 2010  
Between the New Hampshire Lottery Commission  
and Intralot, Inc.**

This Amendment No. 4 ("Amendment") is made and entered into by and between the New Hampshire Lottery Commission ("NHLC) and Intralot, Inc. ("Intralot" or "Contractor"), collectively referred to as "the Parties", as follows:

WHEREAS the Parties entered into a contract agreement for a lottery gaming system with associated services and equipment approved by Governor & Council on September 9, 2009 (Item #133) and commencing on July 1, 2010;

WHEREAS, the Parties amended this agreement (Amendment #1) on February 27, 2013 which was approved by Governor & Executive Council on April 17, 2013 (Item # 98) to provide enhancements to the gaming system;

WHEREAS, the Parties further amended this agreement (Amendment # 2) on April 10, 2014, approved by Governor & Executive Council on April 23, 2014 (Item # 78) to extend the completion date of the agreement by four years to June 30, 2020;

WHEREAS, the Parties further amended this agreement (Amendment # 3) on November 16, 2017, approved by Governor & Council on February 7, 2018 (Item # 41) to add scope of work to the contract and extend the completion date by five years to June 30, 2025.

Now, therefore, the Parties wish to make further amendments to this agreement in the form of a new scope of work for "Commission Directed Sports Wagering" as defined by RSA 287-I:4. This scope of work is a result of a competitive procurement process carried out under RFP Lot 2020-01 – Sports Wagering Systems and Services.

This amendment will not extend the completion date of this contract and is contingent of approval from Governor & Executive Council.

The Scope of Work is attached as Appendix I to this Amendment. All other terms and conditions in the underlying Contract and Amendments remain in effect, unless otherwise noted in the scope of work.

NOW THEREFORE, the Parties set their hands and execute this Amendment on the dates set forth below:

Charles R. McIntyre  
New Hampshire Lottery Commission

By: CHARLES R. MCINTYRE

Title: EXECUTIVE DIRECTOR

Date: November 8, 2019

Byron E. Boothe, Jr.  
Intralot, Inc.

By: Byron E. Boothe, Jr.

Title: Interim CEO

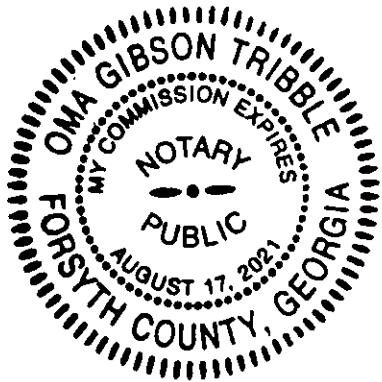
Date: November 6, 2019

Notary Public/Justice of the Peace

COUNTY of Forsyth STATE of Georgia

On the 6 day of November, 2019 personally appeared before me, the above named Byron E. Boothe, Jr., in his capacity as authorized representative of Intralot, Inc., known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

**In witness thereof, I hereunto set my hand and official seal.**



Oma Gibson Tribble  
Notary Public

My Commission Expires: August 17, 2021

Approval by the Attorney General (Form, Substance and Execution)

By: *Talitha Robinson*

On: *4/12/2019*

Approval by the Governor and Executive Council

By:

On:

## **APPENDIX I**

### **Scope of Work**

#### **Commission Directed Sports Wagering**

##### **Section I – General Description of Work**

Contractor will be the vendor providing services and support to the Lottery so that it may offer “Lottery Conducted Sports Wagering” pursuant to RSA 287-I:4 which consists of Tier III sports wagering as defined by RSA 287-I at lottery retailer locations.

Lottery reserves the right to enter into a contract with a separate entity or entities for mobile sports wagering as authorized under RSA 287-I:7 and sports book retail operations as authorized by RSA 287-I:5 during the term of the Agreement

Contractor agrees that the sports betting operations will be performed in compliance with all applicable State and Federal laws.

Within forty-five ( 45) days of the “Effective Date” (defined as the date upon which all required approvals for this Amendment by the State of New Hampshire have been obtained) of this Agreement or such other timeframe as the Parties may agree to, the Contractor shall present an implementation plan for review and approval by the Lottery. The implementation plan shall set forth the Contractor’s schedule and general plan for launching the lottery sports betting channel and shall be generally consistent with the applicable provisions of the proposal provided in the Contractor’s response to the RFP Lot 2020-01 (“RFP”) in terms of timing, scope, and schedule. Contractor shall set a schedule for launch of some, but not all, (but in any event to be mutually agreed upon by the parties) of the proposed Tier III wagering no later than July 1, 2020, unless a later date is agreed upon between the parties.

Based on review and approval of the implementation plan, Lottery will issue a Notice to Proceed to Contractor to begin the work.

##### **Section II - Branding**

Contractor will be responsible for branding their lottery sportsbook product consistent with the Contractor’s RFP proposal. The final branding will be subject to review and approval by the Lottery, which will not be unreasonably denied. Contractor agrees that to the extent it seeks to use the New Hampshire Lottery’s marks, trademarks, logos or other intellectual property such use may be subject to a separate agreement relating to such use. Lottery reserves the right to request an update or refresh on the branding at least one time during the term of this Agreement.

### **Section III – Retail Equipment and Hardware**

Contractor is responsible for procuring all equipment necessary to operate and support the sportsbook activities. Equipment shall be consistent in quality and nature to the equipment identified in the Contractor's RFP response. All self-service kiosks must be certified under GLI Standard 20 and tagged with a unique identification number. Contractor shall provide a list of kiosks to the Lottery with the identification number. All equipment that holds cash, or processes transaction data shall be physically locked or otherwise secured in a manner approved by the Lottery. Prior to starting operation, Lottery reserves the right to inspect the retail locations to approve the physical security of the equipment.

### **Section IV – Hardware and Software**

Contractor is responsible for providing all hardware, software and networking required to operate the sportsbook in compliance with all legal and regulatory requirements ("wagering system"). This obligation includes a requirement to provide periodic software updates and hardware upgrades as may be reasonably requested by the Lottery. The Contractor's betting system should be consistent with the solution proposed in Contractor's response to the RFP. Contractor's core betting system must be certified using GLI Standard 33 for sports wagering systems. Contractor is responsible to ensure that all wagers are originated and received within the State of New Hampshire and that at all times the data remains within the State with the exception of intermediate routing which may require transit out of state. Contractor shall provide the Lottery with an updated network diagram of the components of the wagering system during the term of this agreement. Material changes to the network diagram must be provided to the Lottery for a compliance review.

Contractor shall provide an updated equipment inventory for all key components for the betting system including the retail components (if applicable).

Contractor shall place the servers that create and accept wagers (wagering servers) in a secure location approved by the Lottery within the State of New Hampshire. If the Contractor chooses to utilize third-party data centers, the Contractor shall provide a copy of the policies and procedures for the data center relating to physical and logical security including surveillance, fire resistance and suppression, HVAC and uninterruptible power system.

Contractor shall have at least one production and one disaster recovery server that will be synched to provide instant redundancy in the event of a failure of the primary server. Contractor shall make efforts to locate the servers at separate geographic locations unless it is not feasible.

Contractor's sports betting system must contain or integrate at least the following systems:

- a. Content Management System
- b. Data Feeds
- c. Risk Management and Trading platform
- d. Bet settlement tools

Contractor must receive permission from Lottery to make material changes to any of these critical components of the sports wagering system prior to implementing any such change. A material change would include utilizing a different vendor or software to perform these tasks. A software upgrade or “like for like” change in equipment would not be considered a material change.

#### **Section V – Consumables**

Contractor agrees to be responsible for procuring and delivering sports betting related consumables including playslips to retailer locations in a timely manner.

#### **Section VI- Mobile Applications**

Contractor shall provide a mobile application for iOS and Android operating systems in a timeframe agreed to by the Parties but not later than one year after the Effective Date. The mobile application shall allow players to build a bet slip that will become active in an authorized retail environment. Contractor shall be responsible for ensuring that the applications remain compliant with all security and content requirements promulgated by Apple and Google within a reasonable time after these standards become known.

#### **Section VII– Sports Betting Services**

Contractor will provide personnel and systems to perform the following sports betting associated services as set forth in Contractor’s response to the RFP:

1. Market Creation;

Contractor will be responsible for creating sports wagering markets to be offered in the Lottery Channel. Markets should be created utilizing the data, tools, and processes outlined in the Contractor’s RFP proposal. Contractor shall be responsible for creating a window when the event may be offered and a cut-off time for wagering on the event. Prior to offering a type of event (ie: MLB, NBA, NHL) or bet type (player proposition, teaser) for an event for the first time, Contractor shall submit the markets or events to the Lottery for review and approval. Once an event type or bet type has been approved, it requires no further approval from the Lottery, however, the Lottery reserves the right to limit or restrict wagering on previously approved events or bet types under the circumstances provided under RSA 287-I:13.

2. Odds Compilation and Management;

Contractor shall be responsible to formulate pricing for each event and bet type offered in the lottery channel in a manner consistent with the Contractor’s response to the RFP and the agreed upon Risk Management Plan. Contractor shall ensure that the pricing is based on reliable information and data sources. Contractor is responsible for ensuring that the pricing on the event is accurately conveyed to the bettor and that any inaccuracies are addressed as soon as they are discovered. Contractor shall be responsible for continuously monitoring event pricing to ensure that it remains appropriate and up to date.

### 3. Risk Management and Trading;

Contractor shall be responsible for creating and executing a risk management plan. The risk management plan should include pricing strategy, approval thresholds or limits on wagers, analysis of player activity to determine suspicious betting activity, and reporting procedures for fraud or integrity concerns. The Parties may agree to a guaranteed house win percentage/payout percentage as part of the agreed upon risk management plan. Prior to the start of offering wagering and at least every quarter thereafter, the Contractor shall review the risk management plan with the Lottery and receive approval for the plan.

Contractor shall utilize a commercially reasonable number of personnel, in addition to automated systems, to pro-actively manage the risk profile in New Hampshire and to re-price events consistent with the risk management strategy.

### 4. Bet Settlement;

Contractor will be responsible for settling wagers in a manner consistent with the Contractor's response to the RFP. Contractor will ensure that wagers are settled in a commercially reasonable period of time after the close of the event. Contractor shall notify the Lottery of any requirements to re-settle wagers and the reason for resettlement.

### 5. Project Management;

Utilizing the individuals identified in this Agreement, the Contractor will be responsible for providing project management for the lottery channel sports betting operations within the State. Contractor shall provide a primary point of contact for the Lottery. The Project Manager will ensure that the sportsbook operations are operating in compliance with the law, regulations and contractual requirements including but not limited to:

- i. Regularly meeting with the Director of Sports Betting or their designee to review the status of the sports betting project;
- ii. Filing all necessary reports with the Lottery within the specified timeframes;
- iii. Cooperating with all licensing and enforcement division officials during their investigations, audits, and compliance checks;
- iv. Meeting with the Lottery marketing and sales team to coordinate messaging and marketing programs;
- v. Reviewing risk management strategy, liability, and performance;
- vi. Ensuring accurate and timely financial reports to the Lottery.

### 6. Customer Service/ Retailer Service and Training;

Contractor will provide a customer support team including hotline, for New Hampshire retailers. This support team may be consolidated with support for other jurisdictions. Further,

Contractor shall ensure that all subcontractors/retail partners are properly trained with respect to the sports betting equipment and proper internal controls for retail operations.

Lottery will be responsible for providing customer service support for players in a manner consistent with their obligations in the underlying contract.

Lottery will manage Retailer commissions for Sports Betting which will be set by the Contractor between 5% and 8%, and further, Contractor will reimburse the Lottery those commissions paid, as a part of the regular invoice schedule.

#### 7. Technical/IT Assistance

Contractor shall provide a technical support team to address software, hardware and networking issues on the sports betting system.

#### 8. Marketing and CRM

Contractor agrees to cooperate with the Lottery in forming a New Hampshire marketing plan. Any uses of co-branding will need the express agreement of the Lottery before use or publication by the Contractor. Contractor will be responsible for funding the marketing plan as reasonably agreed to by the Parties.

Contractor agrees to use reasonable efforts to cooperate with Lottery and its vendors on cross-promotional advertising and marketing opportunities.

All advertising must conform to the advertising standards set forth in the Responsible Gaming plan approved by the Lottery. The Lottery reserves the right to request Contractor to remove advertising that is in violation of the Responsible Gaming Plan, is offensive in nature, or in the opinion of the Lottery negatively impacts the public's opinion on the integrity of the Lottery.

### **Section VIII - Project Support/Corporate Citizenship**

The Parties agree that they will meet to finalize project support provided by the Contractor as part of the Implementation Plan referenced in Section I. The Parties agree that the Contractor's efforts will be consistent with the supports identified in the Contractor's RFP proposal but will be reasonably tailored to the scope of work awarded under this Agreement.

### **Section IX – Compliance**

#### 1. Age Verification

Contractor shall be responsible for training all retailers to request identification for the purposes of verifying age at each location. Contractor shall also be responsible for ensuring that any self-service equipment include an age verification component.



## 2. Identity Verification

Contractor shall train retailers to take reasonable steps to ensure that wagers are not being placed by prohibited sports bettors or on behalf of third-parties.

## 3. Confidentiality

Contractor shall be responsible for ensuring that all personal identifying information and payment card information is handled confidentially, securely and in compliance with all applicable legal and industry regulations.

## 4. Physical and Logical Security

Contractor is responsible for ensuring the physical and logical security of their sports betting systems and operations in the state. Contractor should ensure that all components of the wagering system are password protected and that privileges are provided on a least access necessary basis. Contractor will be responsible for periodically, and at least once per quarter, reviewing user access privileges and providing written notification to Lottery.

## 5. Background Checks

In addition to background checks provided for in this agreement, Contractor shall be responsible to perform pre-employment checks on all employees assigned to the New Hampshire sports wagering project. No employees shall be assigned to work under this contract unless they meet the suitability determination set forth in RSA 287-D:14, IX. Lottery may make exceptions to those requirements for good cause shown.

Contractor shall provide a list of all employees assigned to the project at least once annually with a certification that the Contractor has done a background check and that the Contractor believes that the employees meet the background requirements required under this agreement.

## 6. Fraud Detection and Prevention

Contractor shall be responsible for having policies and procedures in place to prevent and detect fraud in all areas of their operations. These policies should be outlined in the Internal Control SOC Reporting and Security Reporting required under this Agreement.

## 7. Integrity Monitoring and Reporting

Contractor shall have an affirmative duty to inform the Lottery when it detects an issue which impacts or potentially impacts the integrity of a sporting event or the wagering market in New Hampshire. Contractor shall be a current member of SWIMA or similar integrity monitoring system throughout the term of the contract. Contractor will cooperate in any integrity monitoring investigations as directed by the Lottery.

## 8. System Security Report

Pursuant to RSA 287-I:8, II, Contractor shall provide an initial security system report for the sports wagering system identifying the elements set forth in the statute. This report shall be approved by the Lottery prior to offering wagering and each year thereafter.

## 9. House Rules

Pursuant to RSA 287-I:8, III, Contractor shall propose to Lottery an initial set of house rules as set forth in the statute. These rules shall be approved by the Lottery prior to offering wagering and each year thereafter.

## 10. Anti-Money Laundering

Contractor shall adopt Anti-Money Laundering (AML) policies for its sports wagering operations. Upon request, Contractor will provide a copy of the then current AML policies for the organization and operations to the Lottery.

## **Section X – Responsible Gaming**

Pursuant to RSA 287-I:8, V, Contractor shall provide a Responsible Gaming Plan to be reviewed and approved by the Lottery. The plan shall provide an overview of the Contractor's training, procedures, and technology tools to detect and prevent problem gaming. The plan must at a minimum address the ability for a player to self-exclude, RG messaging that will be made available on the betting platforms or at betting establishments and advertising and marketing standards.

Lottery shall have the right to require additions to the Responsible Gaming plan that are commercially reasonable at any point during the term of this agreement.

## **Section XI - Accounting Controls and Financial Reporting**

### 1. Financial Reports

Contractor will provide all reasonable financial reports requested by the Lottery as may be necessary to determine the parties financial obligations under the contract. Prior to the start of operations, Contractor and Lottery will meet to establish a mutually agreed upon reporting structure and format.

### 2. SSAE 18 Compliance

Contractor will comply with SSAE 18 audit standards and provide a SOC report annually to Lottery.

### 3. IRS Reporting

Contractor will be responsible for generating and producing W2G reports as required by the Internal Revenue Service. Contractor further agrees to comply with all other applicable IRS reporting and compliance requirements, including completing IRS/FinCEN Form 8300 for cash transactions in excess of \$10,000.

### 4. Independent Verification of Transactions

Contractor agrees to work with Lottery to find a mutually acceptable solution for creating and storing an independent record of transactions from the sports wagering system or alternatively for instituting frequent independent security scans of the system. Contractor will be responsible for the costs associated with the agreed upon solution.

## Section XII – Price

Contractor agrees to pay to Lottery 19.25% of all Gross Gaming Revenue (GGR) generated from Lottery Directed Sports Betting within the State of New Hampshire.

GGR is defined as monies received from sports wagers less monies paid out for winning sports wagers. No operational expenses may be factored into the calculation of Gross Gaming Revenue and such expenses will be paid by the Contractor unless otherwise indicated in this agreement.

Contractor shall make monthly payments to the Lottery with an accounting for the calculation of GGR for the month.

## Section XIII – Service Level Agreements

The Parties agree that all applicable Service Level Agreement (SLAs) and Liquidated Damages (LDs) in the underlying Contract, unless otherwise altered or amended herein, shall be applied to this Scope of Work. In addition, the Parties agree to the following SLAs:

1. Contractor shall ensure that the Contractor's sports betting platform is Available, as measured over the course of each calendar month during the Term (each such calendar month, a "Service Period"), at least 99.5% of the time, excluding only the time the sportsbook platform is not Available solely as a result of one or more Exceptions (the "Availability Requirement"). "Available" means the sportsbook platform is available and operates for access and use by the Lottery and its players in material conformity with the Contractor's normal functionality.

No period of sportsbook platform degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

- a. Failures of the Lottery's, or any individual player's, internet connectivity;
- b. Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by the Contractor or its Subcontractors; or
- c. Scheduled or emergency maintenance;
- d. Downtime tied to the modification requests of Lottery or due to compliance with legal process.

2. If the sportsbook platform fails in any respect to meet the Availability Requirement in any month, such failure shall be subject to Liquidated Damages in the following amounts:

- (a) If the sportsbook platform is not Available 99.5% of the time but is available more than 99.0% of the time, then in addition to any other remedies available under this Agreement or applicable Law, the Lottery shall be entitled to a credit in the amount of \$15,000 each month this service level is not satisfied;
- (b) If the sportsbook platform is not available more than 99.0% of the time, then in addition to any other remedies available under this Contract or applicable Law, the Lottery shall be entitled to a credit in the amount of \$30,000 each month this service level is not satisfied.

If the actual Availability of the sportsbook platform is less than the Availability Requirement in three consecutive months, then, in addition to all other remedies available to the Lottery, the Lottery may terminate this Agreement on written notice to the Contractor.

3. Contractor shall not offer an event or wager type in New Hampshire unless it has been approved by the Lottery. Any instance of offering unapproved events or wagers within the state shall be subject to Liquidated Damages of \$10,000 for the first instance and \$25,000 for each additional instance.

4. Any violation by the Contractor of the agreed upon Risk Management Plan, including but not limited to a failure to procure Lottery sign-off on large scale wagers or to enforce agreed upon bet limits identified by the plan, shall be subject to Liquidated Damages in the amount of \$25,000 for the first instance and \$50,000 for each additional instance.

5. Any violation by the Contractor of the agreed upon Responsible Gaming Plan, including but not limited to failure to follow advertising standards set forth in the plan, shall be subject to Liquidated Damages in the amount of \$10,000 for the first instance and \$25,000 for each additional instance.

6. Any failure by the Contractor to provide required sports betting consumables in a timely manner shall be subject to Liquidated Damages in the amount of \$2,500 for the first instance and \$5,000 for each additional instance.

7. Any failure by the Contractor to adhere to approved House Rules shall be subject to Liquidated Damages in the amount of \$10,000 for the first instance and \$25,000 for each additional instance.

The Parties agree that the following Liquidated Damages set forth in the underlying contract are applicable to this scope of work:

- a. 2.14.8 Terminal provisioning
- b. 2.14.11 Timely and Accurate Reports
- c. 2.14.12 Timely and Accurate Files
- d. 2.14.13 Terminal/Retailer Site Communications Repair
- e. 2.14.14 Terminal Preventative Maintenance
- f. 2.14.26 Failure to Timely Respond to Retailer Hotline Calls

The Parties agree that the remaining Liquidated Damages in the underlying contract are not applicable to this Scope of Work.

#### **Section XIV – Termination Provisions**

Notwithstanding anything herein or in the underlying Contract to the contrary, in the event of a termination of this sports wagering Amendment #4 or otherwise under the underlying Contract, Contractor shall have a period of 90 days from the termination date set forth in a notice of termination, to wind-down and otherwise transition the sports wagering functions. The Parties may request an extension of the wind-down period, which shall not be unreasonably denied.

#### **Section XV – Miscellaneous Provisions**

1. RFP Lot 2020-01 is attached hereto as Exhibit A.
2. Contractor's Response to RFP Lot 2020-01 is incorporated herein by reference.



Nearly \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu  
CHAIRMAN Debra M. Douglas  
COMMISSIONER Paul J. Holloway  
COMMISSIONER David L. Gelinas  
EXECUTIVE DIRECTOR Charles R. McIntyre

December 20, 2017

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

### **REQUESTED ACTION**

1. The New Hampshire Lottery Commission (Lottery) requests authorization for a sole source amendment to extend the contract with Intralot, Inc. of Duluth, Georgia (vendor #201001) for an additional five (5) years from June 30, 2020, to June 30, 2025, effective upon Governor and Council approval, at no additional cost to the contract. The original contract was approved by Governor and Council on September 9, 2009, item #133; amended April 17, 2013, item #98, and amended April 23, 2014, item #78. 100% Lottery Funds.

2. The New Hampshire Lottery Commission (Lottery) requests authorization to enter into an additional sole source contract amendment with Intralot, Inc., of Duluth, Georgia (vendor #201001), to add Keno game sales, at the same base rate as lottery sales, at no additional cost to the current gaming system service contract, effective upon Governor and Council approval. 100% Lottery Funds.

### **EXPLANATION**

Upon passage of Senate Bill 191 on July 1, 2017, New Hampshire Lottery mobilized to plan, develop, and deploy the electronic game Keno. As part of the original contract approved by Governor and Council on September 9, 2009, item #133; amended April 17, 2013, item #98, and April 23, 2014, item #78, Intralot offered the implementation of Keno within the scope of Additional Offered Options. This sole source request to add Keno game sales within that scope is a common sense action to utilize the services of the current vendor, and avoid costly delays in seeking a third-party solution. Upon approval by Governor and Council, Lottery also seeks a sole source extension of the current contract from June 30, 2020 to June 30, 2025 with the intention of relieving the agency of the costly and years-long process of developing and executing an RFP, negotiating a new contract, and conducting a possible conversion of our gaming system.

The attached Amendment No. 3 sets the considerations of the Keno implementation by describing the development, deployment, terms, and services; and will incorporate Keno game sales at the same base rate as net lottery sales of 1.435%. This amendment sets a discounted monthly rate for installed instant ticket vending machines, self-service terminals, and television monitors used in the operation of Keno at approved locations, as well as ensures hardware refurbishment throughout the terms of the contract. Additionally, the contract amendment will include, upon approval, the



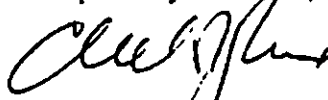
*Live Free or Die*

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

design and implementation of a cashless retailer solution, and deployment of iLottery in conjunction with a third-party designated subcontractor.

The Commission respectfully requests the approval of this amendment in consideration of Intralot's efforts to develop and implement the software for all phases of Keno gaming and reporting; the procurement, testing, and installation of hardware at each site; and their services in training and recruitment throughout the shortened launch timeline of this initiative. We further request approval of the extension to ensure uninterrupted essential support and service to New Hampshire Lottery's gaming operations, which will preserve the staff and resources of the agency.

Respectfully submitted,



Charles R. McIntyre  
Executive Director

CRM:cn  
Attachments



*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](http://www.nhlottery.com)

**Amendment No.3  
To  
Contract Dated July 1, 2010  
Between the New Hampshire Lottery Commission and  
Intralot, Inc.**

This Amendment No. 3 (this "Amendment") is made and entered into this 16th day of November, 2017, by and between the New Hampshire Lottery Commission (the "NHLC") and INTRALOT, Inc. ("INTRALOT"), collectively the "Parties", as follows:

The purpose of this Amendment is to effectuate the implementation of an Extension to the Contract, all pursuant to that certain Agreement entered into between the Parties (the "Contract") dated July 1, 2010, including but not limited to Section 3.5.9 of the Lottery Gaming System Request For Proposal, dated November 4, 2008, as incorporated by the Contract therein.

This Amendment to the existing Contract, authorizes the implementation of the provisions contained therein and therefore all terms and conditions of the Contract shall remain in full force and effect.

**UNDERSTANDINGS**

1. The NHLC grants and Intralot accepts the extension (the "Extension") of the Contract for an additional five (5) years, commencing July 1, 2020 and ending June 30, 2025.
2. In consideration for the granting and acceptance of the Extension, INTRALOT and the NH Lottery agree to the terms and conditions set forth in Exhibit 1, inclusive of Schedules A, and B and Exhibit 2, all of which are attached hereto and incorporated by this reference herein:
3. This Amendment No. 3, its Exhibits and Schedules attached hereto sets forth the entire understanding between Parties with respect to the matters set forth herein and supersedes all prior representations, understandings or agreements, whether written or oral, expressed or implied regarding those matters specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed by their duly authorized officers as of the day and year first written above (the "Execution Date").

NEW HAMPSHIRE LOTTERY COMMISSION

By: 

Charlie McIntyre  
Executive Director

INTRALOT, INC.

By: 

John Donahue  
President & CEO

Approved as to form, substance and execution by the Attorney General this 26<sup>th</sup> day of December, 2017

Division of Attorney General Office

By: 

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017

By: \_\_\_\_\_



**Exhibit 1**

**CONSIDERATION AND EXCHANGE  
OF PROMISES**

Subject to the full and final approval and execution of Amendment No. 3, the New Hampshire Lottery and Intralot agree as follows;

- 1) For its part, the Lottery elects to extend the Contract for five (5) additional years (to end on June 30, 2025 at 11:59PM).
- 2) Service level agreements (SLA), which would otherwise incur penalties for; down terminals, removals, and change of ownerships, will be modified through June 30, 2018, as follows; critical terminal issues will be repaired or replaced and made operational within 8 hours of notification of a non-operational condition, and; removals and changes of ownership will be completed within 10 days of notification. All other liquidated damages contained within the Contract shall remain unaffected and in force.
- 3) For its part, the New Hampshire Lottery agrees to pay Intralot the current contract rate of 1.435% of gross sales for Keno game sales. Intralot agrees that Keno will be actively selling and cashing in accordance with mutually agreed upon specifications.
- 4) In recognition of the short time line to start of sales, Intralot agrees, upon mutual agreement with the Lottery, to source and purchase Keno promotional and marketing materials (play slip and pencil holders, etc.) as needed using the balance of contractually provided annual marketing funds. Intralot will provide an additional \$75,000.00 in annual marketing funds for Keno program support, to be administered by Intralot at the direction of the Lottery and reported on a monthly basis to the Director or his designee. This additional \$75,000.00 fund is non-cumulative and expires each year.
- 5) For its part, the New Hampshire Lottery agrees to pay Intralot the amount of \$172.60 per WinStation and per MP self-service terminal installed per month. This discounted rate will be applied to up to; 250 WinStations and MP devices installed as part of the keno implementation program, together with any additional units delivered as part of the expansion of both Keno and traditional lottery retailer locations. This pricing shall remain in effect for 36 months from the execution of the contract amendment No.3. Pricing for machines beyond 250 devices, the above pricing would depend on availability. For terminals in excess of the 250, if like new refurbished terminals are not available and new devices are required to be built, the pricing shall be as follows and dependent on the number of years remaining in the base years and extension years. 6 years - \$215.80, 5 years - 258.96, 4 years - \$323.70, 3 years - \$431.60.
- 6) For its part, the New Hampshire Lottery agrees to pay Intralot the amount of \$16.00 per installed 32"-40" Keno Monitor and associated equipment per month. Installation to include all necessary equipment for the effective operation of each KENO location (32"-40" Monitor, Wall Mount, LHMC style video device - one per monitor - and all associated cabling).
- 7) Intralot will supply and install a Keno specific sign at the designated Keno retailer locations. Maintenance of these signs will be covered under the current fee structure associated with monthly Jackpot Sign maintenance.

8) Commencing July 1, 2020 and concluding December 31, 2020, unless otherwise agreed in writing between the Parties, all existing WinStations currently installed under the existing New Hampshire Lottery contract will receive a factory refurbishment to a like-new condition. The refurbishment will include, as needed in Intralot's reasonable judgement; new wraps, mechanical refurbishment of bursters, bill acceptors, playslip scanners, button replacements, and UPS battery replacements. Additionally, Winstation PC's and MP screens will be replaced as needed, in Intralot's reasonable judgement.

9) KENO Implementation Program - For its part, Intralot will be responsible for the implementation, hardware, communications, recruitment support and software associated with the installation of KENO to include an initial deployment to 250 locations and future expansion of the KENO retailer base. Intralot understands that the number of Keno locations will continue to grow over time and agrees to support continued retailer location expansion.

10) As part of the Initial Keno Implementation Program, Intralot agrees to deliver and install, as needed, up to 250 unused MicroLot terminals and peripherals (including: CDU, ticket checker, barcode scanner, play slip reader), along with refurbished Winstation and MP self-service devices. These Winstation and MP devices will be refurbished in like-new condition as described in paragraph 9) above, and wrapped in accordance the New Hampshire Lottery specifications.

11) As part of the Keno Implementation Program, Intralot agrees to provide and install a minimum of one Keno monitor per retail location, however, will based on mutual agreement, install more if advantageous for sales, at the price set forth above.

12) At the end of the current contract termination date of June, 2020, Intralot agrees to make available up to 2600 refurbished like-new MicroLot terminals, as a refresh of the existing retailer base as well as to support continued Keno expansion. This will include a mechanical refurbishment of the printer, cutter and scanner, as well as the replacement of component parts as needed..

13) Cashless Solution - If approved as required, Intralot will work with the Lottery on the design and implementation and specifications including dates associated with various phases, of a cashless retailer solution (debit or credit if authorized) for the retailer network. This will include the purchase and installation of hardware requirements in accordance with the description set forth on Exhibit 1, Schedule A, attached and incorporated hereto. Intralot will also manage all aspects of the Cashless Call Center Operation on behalf of the New Hampshire Lottery, which includes funds management and transfer, reconciliation of all fees and charges as well as chargeback disputes. This service is provided on a cost plus fee model, similar to Intralot's current arrangement in Ohio, scheduled to go live October 28, 2017.

14) Consistent with the B-On offering, The New Hampshire Lottery has chosen to deploy an iLottery solution for which a third-party vendor will be subcontracted to Intralot. The third-party solution will be accommodated in accordance with the terms and conditions set forth in Exhibit1, Schedule B attached hereto and incorporated herein.

15) As Intralot, in its judgement deems reasonable and necessary, throughout the duration of the contract extension years, Intralot agrees to upgrade system components as necessary to achieve and maintain optimal performance to specifications.

16) The following additional staff will be provided by Intralot and said additional staff will be full-time and solely dedicated to New Hampshire: A BOS Software Engineer (Duluth based) and a Software QA Analyst (Concord based). Intralot will provide the following additional permanent staff support: 4 Customer Service Technicians, 1 Bench Technician and 2 Hotline Customer Service experts (Vermont based). Three temporary Marketing Recruiters and seven temporary Warehouse Staff will be hired to assist with the Keno implementation.

17) Intralot and the Lottery will, no later than November 15, 2017, develop and mutually agree upon the itemization of specifications, test scripts, deployment schedule and project plans, including the 2018 release schedule, for completion of current projects tentatively scheduled for release by April 2018, including ILOOK. It is understood that the Powerball change date is fixed and mandated by MUSL.

18) Specifications must be mutually agreed between Lottery and Intralot and finalized no less than one (1) month prior to the start of the development. In the event a modification is requested after the signed specification date, such modification(s) shall be mutually agreed upon giving due consideration to effort and risk. If the modification could result in a material impact (redesign cases for example) to the release, then it will be further mutually agreed upon how to proceed (defer to future release, modify time plan). Modifications with lower severity will be evaluated and agreed to with the lottery if they can be part of the release without causing any risk.

**Schedule A**  
**Cashless Solution Equipment**

**Install parts list for Each Self-Service Device Installed**

<b>Parts supplied</b>
Ingenico IPP320
Mounting bracket
TP-Link switch
Labels on devices
Ethernet Patch cords (2)
Power cable extender
Fish tape
Ty-wraps & adhesive pads
Velcro for TP-Link
Misc spare hardware

**Schedule B**  
**iLottery**

- Subsequent to the Keno Launch Intralot will commence subcontract negotiations (the "Sub-Contract"), as directed by the Lottery, with a designated third-party to provide the New Hampshire Lottery with the iLottery solution for internet wagering, excluding sports betting, should same become lawful and the Lottery desires to deploy. Said third-party will provide to Intralot all required systems, communications, staff and infrastructure required to implement the iLottery website and mobile application, including prize management, claims, purges. Internet sales will launch based on a signed specification and project plan agreed to by all parties, but no sooner than April 2018. Intralot will be paid a net win (defined as sales minus prizes) fee of twenty eight(28.6%) percent (of which Intralot will pay 19.6% of the net win to the third-party subcontractor) for non- traditional games (defined as any game or game designed for fast play, characterized by higher payouts, and that reveals in less than four minutes in an electronic format) and fifteen (15%) percent of gross draw game sales (of which Intralot will pay 9.28% of the gross draw game sales to the third-party subcontractor) for traditional games (defined as any game or game design currently provided on the lottery central system and designed to be played with a play slip in paper or electronic form with a reveal of four minutes or longer) throughout the term of the existing contract and any extensions thereto. Intralot's existing SLA's shall apply to the central system and related processing. iLottery SLA's for the iLottery Solution will be separate and distinct from the current Intralot contract and are outlined in Exhibit 2, along with the roles and responsibilities of each of the two parties. Intralot further understands that the New Hampshire Lottery will be responsible for testing, implementation and any proposed integration between the subcontractor and the New Hampshire Lottery. Intralot for its part will provide the Voucher solution for the traditional lottery segment along with an API solution to support voucher, sales and support of the traditional lottery segment of the iLottery solution
  - In the event the third-party product fails or is otherwise non-operationalized, Intralot shall have no obligation to replace same with its iLottery solution of B-On or otherwise.
  - The third-party contract cannot be assigned without the consent of Intralot.
  - Intralot will not be subject to LD's for incidents either directly or indirectly resulting from the third - party system defaults or failures of any nature whatsoever and the third-party shall be required to indemnify Intralot against such defaults or failures. The third-party shall be required to report all LD'S to Intralot and the lottery and all obligations incurred will be paid directly to the lottery.
  - Retailer generated vouchers shall be used for all initial iLottery player funding. Players can refill their vouchers online and can use continuous play with any winnings.
  - There shall be no public announcement or press release by either the New Hampshire Lottery or the third-party regarding the contractual relationships among the Lottery, the third-party, and Intralot.
  - Any and all new draw games shall be subject to the existing fee structure
  - Intralot shall have the right, without penalty, to terminate the third-party Sub-Contract for any breach of the Sub-Contract, compliance violation, or breach of this agreement in respect of any term or condition relative to the Sub-Contract.
  - Provisions in Sub-Contract will prohibit competition for on-line systems in NH and VT so long as SubContract is in effect.
-

**Exhibit 2**

**iLottery Roles and Responsibilities**

<b>Intralot</b>	<b>Designated Subcontractor</b>	<b>New Hampshire Lottery</b>
Update gaming system to produce vouchers to enable iLottery sales. (Note: Vouchers will be exclusively for internet sales)	Implement all required games independently on a MUSL compliant system	Negotiate/Approve SLA's and associated LD's for the iLottery i360 platform
Implement secure real time interface to send voucher information to NeoPollard	Implement secure real time interface to get voucher information	Approve iLottery specifications
Update retailer terminals MicroLot, Winstations and MP's to print vouchers	Support Payment of prizes. (Including claims, 1099's..etc)	Approve all games and associated game rules.
Update system and retailer accounting reports to reflect vouchers sales and any retailer commission if required	Provide all necessary system reports required by the Lottery: Including voucher accounting/escheatment, sales, accounting..etc.	Test and approve iLottery system and any subsequent software releases
•Update ICS to audit/ balance voucher sales	Provide independent ICS system to audit all internet games and associated MUSL MARS files	
	Provide Datacenters, Equipment (servers, network.etc) and services required to run independent MUSL certified gaming system	
	Provide all staff required to support and operate iLottery i360 system including operators, call center.etc	
	Provide all Back office files and interfaces required by the lottery.	
	Provide the lottery with any test systems required to support iLottery	

---

**Certificate of Incumbency  
and  
Authority  
INTRALOT, Inc.**

---

I, Jay M. Lapine, being the Secretary of INTRALOT Inc., a Georgia corporation, do hereby certify that as of the date of this Certificate the following persons are duly qualified and acting Officers of INTRALOT Inc, holding the offices set forth opposite their names below. Further, said Officers are empowered to act on behalf of and bind the Corporation consistent with the By-Laws, Board of Directors Policies, and any enabling resolutions of the Board of Directors..

<u>Name</u>	<u>Office</u>
John Donahue	President & CEO
Vassilis Hadjidiakos	Vice President & CFO
Jay M. Lapine	Vice President, CLO & Secretary
Terry Patterson	Vice President of Operations

IN WITNESS WHEREOF, I have executed this Certificate on behalf of INTRALOT Inc., this December 27, 2017.



---

Jay M. Lapine, Secretary & Chief Legal Officer

---

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTRALOT, INC. is a Georgia Profit Corporation registered to transact business in New Hampshire on February 09, 2009. 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: 608368



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of December A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





The Leadenhall Building  
122 Leadenhall Street  
London  
EC3V 4AN  
t +44 (0)20 7823 6500  
f +44 (0)20 7821 1511

Dear Sirs,

**CONFIRMATION OF INSURANCE – Intralot S.A. Integrated Lottery Systems and Services.**

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below.

Type of Insurance: On-Line Lottery Games, On-Line Wagering Systems and Instant Ticketing Insurance.

<b>INSURER</b>	Primary - 100% Lloyd's Underwriters and Insurance Companies Excess - 100% Lloyd's Underwriters and Insurance Companies
<b>POLICY NUMBER</b>	Primary – CMCTY1700152 Excess– CMCTY1700154
<b>ADDITIONAL NAMED ASSURED</b>	New Hampshire Lottery Commission
<b>CERTIFICATE HOLDER</b>	New Hampshire Lottery Commission.
<b>PERIOD OF INSURANCE</b>	01 December 2017 to 30 November 2018 both days inclusive at the Principal Address of the Assured.
<b>SUM INSURED</b>	Primary – USD 15,000,000 Excess– USD 5,000,000  As specified in the contract not to exceed USD 20,000,000 in all.
<b>CANCELLATION</b>	This Insurance may be cancelled at any time at the request of the Assured in writing to the broker who effected the insurance and the premium will be adjusted on a pro rata basis for the period that Insurers are on risk, but the full policy premium shall be payable to Insurers should an event occur prior to the date of termination which gives rise to a valid claim under this Insurance. The date that termination shall occur is 60 days following written notice of intent to terminate being sent to the broker who effected the insurance
<b>PRINCIPLES CLAUSE</b>	As attached.

Aon UK Limited  
Registered office | The Aon Centre | The Leadenhall Building | 122 Leadenhall Street | London | EC3V 4AN  
Registered in England & Wales No 210725 | VAT Registration No. 480 8401 48

Aon UK Limited is authorised and regulated by the Financial Conduct Authority



## PRINCIPLES CLAUSE

Where any Contracted Service(s) entered into between the Assured and their customer for the supply of a particular game or lottery so requires, this insurance is automatically extended to confer Additional Insured status to the Assured's customer in accordance with and subject to the terms, conditions, exclusions, endorsements and addenda of this insurance and will indemnify any such customer with respect to claims made against them by a third party entity, not being a party to the said Contracted Service(s) and arising from an act or omission on the part of the Assured (or the Assured's sub contractors or suppliers for which the Assured is responsible) which gives rise to a legal liability as insured under this insurance.

The Insurers agree to waive all rights of subrogation or action that they may have or acquire against the customer, always provided that such customer shall, as though they were an Assured, observe, fulfil and be subject to the terms, exclusions, limits, exceptions, conditions and endorsements of this insurance in so far as they can apply.

Notwithstanding the conference of additional insured status to the Assured's customer afforded by this Clause, it is expressly understood and agreed that this insurance does NOT extend to indemnify such customer or the Assured for claims arising from any act, error, omission or failure to act on the part of or strictly attributable to such customer.

It is understood and agreed however that the conference of Additional Insured status afforded to the customer by virtue of this clause shall not prejudice the rights and remedies available to the customer pursuant to the terms and conditions of their contracted service(s) with the Assured.

It is further understood and agreed that the Limit Of Indemnity as stated herein applies irrespective of the number of Additional Insureds included pursuant to this insurance and that the conference of Additional Insured status to any such customer does not confer any greater rights in respect of this insurance than those rights enjoyed by the Assured.



We have placed the insurance which is the subject of this letter after consultation with the client and based upon the client's instructions only. Terms of coverage, including limits and deductibles, are based upon information furnished to us by the client, which information we have not independently verified.

This letter is issued as a matter of information only and confers no right upon you other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance(s).

We assume no obligation to advise yourselves of any developments regarding the insurance(s) subsequent to the date hereof. This letter is given on the condition that you forever waive any liability against us based upon the placement of the insurance(s) and/or the statements made herein with the exception only of wilful default, recklessness or fraud.

This letter may not be reproduced by you or used for any other purpose without our prior written consent.

This letter shall be governed by and shall be construed in accordance with English law.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2017

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 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> Palmer & Cay, LLC 3050 Peachtree Road, NW Two Buckhead Plaza, Suite 475 Atlanta GA 30305		<b>CONTACT NAME:</b> Emily Blanton <b>PHONE (A/C, No., Ext):</b> 404-633-5800 <b>FAX (A/C, No.):</b> 404-991-6060 <b>E-MAIL ADDRESS:</b> emily.blanton@palmerandcay.com	
<b>INSURED</b> Intralot, Inc. and DC09 LLC 11360 Technology Circle Duluth GA 30097		<b>INSURER(S) AFFORDING COVERAGE</b>	
351		<b>INSURER A:</b> Charter Oak Fire Insurance Company	25615
		<b>INSURER B:</b> Travelers Property Casualty Company	25674
		<b>INSURER C:</b> The Travelers Indemnity Company	25658
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 570418304                      **REVISION NUMBER:**

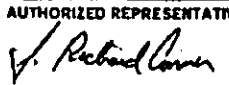
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDC INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			630 4655M850	11/1/2017	11/1/2018	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 - COMPROP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			B10 4655M850	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 7J906896	11/1/2017	11/1/2018	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	HKUB 7J455687	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE:248 Sheep Davis Road, Concord, NH 03301  
 New Hampshire Lottery Commission is included as Loss Payee on the Property policy referenced herein as required by written contract.  
 Limits:  
 Personal Property - \$500,000  
 See Attached...

**CERTIFICATE HOLDER**                      **CANCELLATION**

New Hampshire Lottery Commission 14 Integra Drive Concord NH 03301	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 
--	---



**ADDITIONAL REMARKS SCHEDULE**

POLICY Palmer & Cay, LLC		NAMED INSURED Intralot, Inc. and DC09 LLC 11360 Technology Circle Duluth GA 30097
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Business Income - \$500,000

**Deductibles:**

Business Income - 24 hours  
 Flood - \$50,0000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2017

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 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> Palmer & Cay, LLC 3050 Peachtree Road, NW Two Buckhead Plaza, Suite 475 Atlanta GA 30305	<b>CONTACT NAME:</b> Emily Blanton <b>PHONE (AG No. ext):</b> 404-633-5800 <b>FAX (AG No.):</b> 404-991-6060 <b>EMAIL:</b> emily.blanton@palmerandcay.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> 351  Intralot, Inc. and DC09 LLC 11360 Technology Circle Duluth GA 30097	<b>INSURER A:</b> Charter Oak Fire Insurance Company 26615
	<b>INSURER B:</b> Travelers Property Casualty Company 26674
	<b>INSURER C:</b> The Travelers Indemnity Company 25858
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**

CERTIFICATE NUMBER: 1851815647

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	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PRO-JECT <input type="checkbox"/> LOC		630 4655M850	11/1/2017	11/1/2018	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 - COMPROP AGG \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		610 4655M850	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP 7J906896	11/1/2017	11/1/2018	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	HKUB 7J455687	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> DTH-PR E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Lottery  
 14 Integra Drive  
 Concord NH 03301

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

CONTINUATION  
CERTIFICATE

Westchester Fire Insurance Company

, Surety upon

a certain Bond No. K08873982

dated effective June 15, 2010  
(MONTH-DAY-YEAR)

on behalf of Intralot, Inc.  
(PRINCIPAL)

and in favor of New Hampshire Lottery Commission  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on June 15, 2017  
(MONTH-DAY-YEAR)

and ending on June 15, 2018  
(MONTH-DAY-YEAR)

Amount of bond \$5,000,000.00

Description of bond Lottery Gaming System

**PROVIDED:** That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on June 06, 2017  
(MONTH-DAY-YEAR)

Westchester Fire Insurance Company

By Brooke A. Sharp  
Brooke A. Sharp, Attorney-In-Fact

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents, That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

**RESOLVED**, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

**FURTHER RESOLVED**, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the amount of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Brooke A Sharp, Christine Doczy, D'Ann Kleidosty, Gary D Elhund, Sharon J Portt, Sylvia M Ogle, William G Moody, all of the City of ATLANTA, Georgia, each individually, if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver, on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, in penalties not exceeding Seventy-Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has heretofore subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY, this 21 day of April 2016.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

On this 21 day of April, AD 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY, to me personally known to be the individual and officer, who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have heretofore set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Sept. 28, 2018

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have heretofore subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 16 day of June, 2017.



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCERTION DATE AFTER April 21, 2018.





Sent 4/10/14  
4/23/14 + c  
#78



GOVERNOR Margaret Wood Hassan  
CHAIRMAN Debra M. Douglas  
COMMISSIONER Paul J. Holloway  
COMMISSIONER Doug Scamman  
EXECUTIVE DIRECTOR Charles R. McIntyre

April 8, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

The New Hampshire Lottery Commission (NHLC) requests authorization to amend its current lottery gaming system services contract with Intralot, Inc., of Duluth, Georgia (vendor # 201001), originally approved by Governor and Council on September 9, 2009, Item #133 and amended April 17, 2013 (item #98); by exercising an option to extend for four (4) years. This amendment shall change the end date from July 2, 2016 to June 30, 2020; effective upon Governor and Council approval. 100% Lottery Funds

**EXPLANATION**

A Request for Proposal (RFP) was issued for a lottery gaming system on November 4, 2008. The evaluation committee reviewed and evaluated the two proposals received in response to the RFP. The committee unanimously agreed that Intralot, Inc. should be awarded the contract based on the strength of their proposal and best overall score. The original contract was approved by Governor and Council on September 9, 2009, Item #133, effective July 1, 2010 through July 2, 2016, with the NHLC retaining the sole option to extend the contract, at its discretion and with Governor and Council approval, for up to one period of four (4) years at the same base rate as year one, 1.435% of net lottery sales. The first contract amendment was a no cost amendment approved by Governor and Council on April 17, 2013 (item #98). The attached Amendment No. 2 includes exercising the one four (4) year extension option, effective upon Governor and Council approval to June 30, 2020. Intralot and the New Hampshire Lottery Commission agreed to the terms set forth in the understandings detailed in the amendment.



Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council

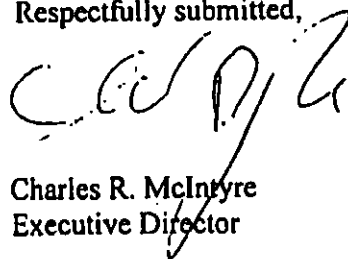
April 8, 2014  
Page two

The purpose for bringing this amendment and extension request forward, well before the expiration of the contract, is that the time necessary to execute a rebid and conversion of our gaming system is two years. Such, that if we waited until the time of expiration, the Governor and Council would be put in the awkward position of either shutting down the entire lottery, or approving renewal. In order for the process to be meaningful and deliberative, the New Hampshire Lottery Commission feels that the matter should be brought at a time when there is real choice to be made, and not a choice between contract renewal and catastrophic failure of the lottery systems.

The New Hampshire Lottery Commission gaming system is connected to a secured communications network that controls and monitors the following functions: inventory control, sales, report generation, validation and accounting for all lottery transactions conducted by approximately 1,200 licensed lottery retailers. The lottery's gaming system is simultaneously the backbone and central nervous system of lottery operations.

The Commission respectfully requests Governor and Council approval of the attached Intralot, Inc. contract amendment and extension.

Respectfully submitted,



Charles R. McIntyre  
Executive Director

CM: dc  
Attachments

Amendment No.2  
to  
Contract Dated July 1, 2010  
Between the New Hampshire Lottery Commission and  
Intralot, Inc.

This Amendment No. 2 (this "Amendment") is made and entered into this 19 day of March, 2014, by and between the New Hampshire Lottery Commission (the "NHLC") and INTRALOT, Inc. ("INTRALOT"), collectively the "Parties", as follows:

The purpose of this Amendment is to effectuate the implementation of an Extension to the Contract, equipment exchange options and certain Offered Options, all pursuant to that certain Agreement entered into between the Parties (the "Contract") dated July 1, 2010, including but not limited to Section 3.5.9 of the Lottery Gaming System Request For Proposal, dated November 4, 2008, as incorporated by the Contract therein.

This Amendment to the existing Contract, authorizes the implementation of the provisions contained therein and therefore all terms and conditions of the Contract shall remain in full force and effect.

UNDERSTANDINGS

1. INTRALOT will receive the available 4 year extension from the New Hampshire Lottery, extending the end date from July 2, 2016 to June 30, 2020. *By 4/9/14*
2. Effective upon Governor and Council approval of this amendment, INTRALOT and the NH Lottery agree as follows: *By 4/10/14*
  - a. Dream Touch® Ticket Vending Machines - INTRALOT will provide 100 Dream Touch® online and instant ticket vending machines, subject to availability, after completion of manufacturing, development and testing. It is currently contemplated that delivery can be accomplished in or about 16 months following contract execution, however, as this product is still in development, the schedule is subject to further revision. When available, ten (10) Dream Touch® machines will be delivered to The New Hampshire Lottery for testing initially. The pricing to the NHLC for each Dream Touch® Ticket Vending Machine shall be mutually agreed upon.
  - b. Commencing on the Execution Date and continuing for 18 months thereafter, Intralot agrees, that any lease of current model WinStations will be charged to the NHLC at \$215.80 per WinStation per month, representing Contract year 1 pricing. Thereafter, the pricing for additional WinStations shall reflect Year two 2 pricing for twelve (12) months; Year three (3) pricing for twelve months thereafter and Year four (4) pricing for twelve (12) months. (Reference Section 3.2.4.2 of the RFP & Intralot's Proposal of February 20, 2009, and 4.5.2.E of Intralot's Pricing Proposal dated February 20, 2009, as amended May 26, 2009.)
  - c. Jackpot Signs for Top Retailer Locations - Intralot will deliver up to an additional 200 Jackpot Signs for mutually agreed upon top retailer locations, at the reduced rate of \$10.00 per sign per month, based on a minimum order of 200 signs, over the remaining contract and Extension lease period. These signs would be the current model double jackpot signs, installed by Intralot. Price includes all installation and maintenance costs. (Reference Section 3.2.1.3.E of the RFP & Intralot's Proposal.)
  - d. Intralot will provide 200 units of Large PAD signs, 32"-37" at a cost to the NHLC of \$6.00 per pad per month, representing contract year 1 pricing. Delivery shall occur at a schedule to be determined by the parties.

*By 4/10/14*  
*By 4/9/14*

- e. Intralot will provide 15 portable tablet devices, with portable printers, for usage by NHLC Sales Reps in Point Of Sale printing, sales report generations, and other such sales initiatives.
- f. Intralot will augment its current contractual annual marketing support allocation by an additional \$50,000 for market research. Unused money can be accrued year-to-year. This increase shall begin effective July 1, 2014. (Reference Section 3.5.1 of the RFP & Intralot's Proposal.)
- g. Intralot will order and install Microlot terminal wraps, as designed by the Lottery.
- h. Preventative Maintenance requirements addressed at Section 2.14.14 of the RFP (Terminal Preventative Maintenance) shall be deemed to be set at 180 days for said Terminal Preventative Maintenance. The results of such change shall be reviewed every 180 days for compliance with the standards set forth at 2.14.14 of the RFP and in the event there are 2 defaults during any 180 day period, the lottery can decide to revert to the original schedule under 2.14.14.
- i. Upgrade CDU's - Intralot shall install, at no additional cost, color displays that are designed to be larger and easier for players to see. (Reference Section 3.2.1.3.B of the RFP & Intralot's Proposal.)
- j. Intralot will provide the NHLC Intralot's Mobile 2 Apps. This software includes the "Unified Mobile App" for the NHLC, where a player can create e-playslips, check a ticket barcode, see winning numbers history and news, locate a retailer, and many more lottery player tasks as set forth in the specifications for the software.
- k. Intralot will provide the NHLC Intralot's iWare Dashboards. This software includes the current iWare Interface Tools for the NHLC, designed to create greater flexibility in managing retailer sales and statistical data. (Reference Section 3.5.3 of the RFP & Intralot's Proposal.)
- l. BOS segregation of duties. Intralot will revise the basic functionality of the module from a DEPARTMENT function to an individual function such that the NHLC can designate the permissions for each NHLC employee/user of BOS as it deems necessary and appropriate. (Reference Section 3.4.1.22 of the RFP & Intralot's Proposal.)
- m. Intralot agrees to the reissuing of single rolls of MicroLot terminal paper stock with the option to bring rolls back to the warehouse and create new cartons. (Reference Section 3.4.1.19 of the RFP & Intralot's Proposal.)
- n. Intralot agrees to revise the Instant Ticket by Ticket Account System and/or just Activate and Deactivate.
- o. Intralot agrees to expand its responsibility for the "Tel-Sell" function to 100% of the New Hampshire Lottery retail network from the prior partial responsibility. (Reference Section 3.4.6 of the RFP & Intralot's Proposal and 3.A of Intralot's Pricing Proposal.)
- p. Intralot shall create a system, within the current production system, that streamlines the process of tax reporting by updating the user interface, commonly referred to as the "1099" (Reference Section 3.4.8.2 of the RFP & Intralot's Proposal.)
- q. PROMOS - Intralot will develop and deliver a New Module making for an easier setup process and cleaner reports. (Reference Sections 3.5.5 and 3.2.1.2.S of the RFP & Intralot's Proposal.)

g  
BT  
4/10/14  
4/9/14

- r. Intralot will provide the following System Upgrades, which shall include:
- i. UAT System tied directly to the Production System with regular restore updates as reasonably requested and mutually agreed upon by Intralot and the NHLC
  - ii. Intralot QA system being a mirror of the NHLC Test System  
(Reference Sections 3.1.1, 3.1.3 and 3.4.1 of the RFP & Intralot's Proposal.)
- s. Intralot agrees to develop a New On-line Subscription System. (Reference Section 3.4.13 of the RFP & Intralot's Proposal.)
- t. Intralot will also facilitate the creation of space and maintain a facility, for NHLC usage, to store and secure roll ticket stock at the Intralot office at Sheep David Road. The cost for such leasehold improvements shall not exceed \$20,000.

It is agreed between the NHLC and Intralot, that: election, delivery, specification and/or design, as applicable, implementation and deployment of the options set forth in this section 2, unless otherwise addressed herein, shall be subject to the mutual agreement of the NHLC and INTRALOT.

The elements contained herein, excepting clause 2(a) shall be completed within six (6) months of execution of this Amendment.

3. Additional Offered Options- Pursuant to the offered options provisions of the Intralot proposal as incorporated by reference into the Agreement:
- a. Intralot offers, on a price TBD basis, the B-on® platform which is "any game-any time-anywhere" to include but not be limited to; Fastplay, Fastplay Progressive, Keno, Mobile, the MP-NO, and the VLOTOS state of the art VLT central monitoring system.
4. This Amendment No. 2, its exhibits and attachments hereto sets forth the entire understanding between Parties with respect to the matters set forth herein and supersedes all prior representations, understandings or agreements, whether written or oral, expressed or implied regarding those matters specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by their duly authorized officers as of the day and year first written above (the "Execution Date).

NEW HAMPSHIRE LOTTERY COMMISSION

By: 

Charlie McIntyre  
Executive Director

INTRALOT, Inc.

By: 

Thomas F. Little  
President & CEO

**Certificate of Incumbency  
and  
Authority  
INTRALOT, Inc.**

I, Jay M. Lapine, being the Secretary of INTRALOT Inc., a Georgia corporation, do hereby certify that as of the date of this Certificate the following persons are duly qualified and acting Officers of INTRALOT Inc, holding the offices set forth opposite their names below. Further, said Officers are empowered to act on behalf of and bind the Corporation and any of its Subsidiaries in matters connected with the execution of contracts in the conduct of INTRALOT Inc. business. It is further certified that such actions and authority are consistent with corporate By-Laws, in effect and un-amended.

<u>Name</u>	<u>Office</u>
Thomas F. Little	President & CEO
Toula Argentis	Vice President, CFO and Treasurer
Jay M. Lapine	Vice President, CLO and Secretary
Lynn A. Becker	Vice President of Development & Asst. Treas. and Asst. Sec.
Christos Tzoumaras	Vice President of Operations
Byron Boothe	Vice President of Government Relations
John Pittman	Vice President of Marketing
George Mermigas	Vice President of Technology

IN WITNESS WHEREOF, I have executed this Certificate on behalf of INTRALOT Inc, effective this March 19,2014.



Jay M. Lapine, Secretary & Chief Legal Officer

**ATTESTATION**

I, the undersigned Secretary of Intralot, Inc, on this 3<sup>rd</sup> day of April, 2014, attest and certify as to the accuracy and valid effect of the Certificate set forth above.



Jay M. Lapine, Secretary & Chief Legal Officer

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Intralot, Inc. a(n) Georgia corporation, is authorized to transact business in New Hampshire and qualified on February 9, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2<sup>nd</sup> day of April, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

sent 4/3 for  
4/17/13 + C



GOVERNOR Margaret Wood Hassan  
CHAIRMAN Debra M. Douglas  
COMMISSIONER Paul J. Holloway  
COMMISSIONER Doug Scamman  
EXECUTIVE DIRECTOR Charles R. McIntyre

March 21, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

The New Hampshire Lottery Commission (NHLC) requests authorization from the Governor and Council to amend its current lottery gaming system services contract, originally approved by Governor and Council on September 9, 2009, Item #133, with Intralot, Inc., of Duluth, Georgia (vendor # 138125) to provide an enhanced LOTOS gaming system, which system includes an advertising program known as a Player Advertising Displays (PADS). This amendment to the contract shall be effective upon Governor and Council approval through July 2, 2016. This is a no cost amendment.

**EXPLANATION**

In over 800 stores throughout New Hampshire, the public currently sees and interact with the PADS located in lottery retailer locations. The NHLC would like to offer inventory on the PADS to suitable and compatible commercial entities. The requested action to the gaming system contract will provide the NHLC with improved and expanded advertising options. The attached Memorandum of Understanding and the Amendment to the Professional Services Contract detail the specifics of these changes. The program will offer a much broader range of advertising lottery products at the retail check-outs for which the NHLC will receive 33% of gross advertising sales revenue for this PAD ADVERTISING PROGRAM. Intralot will, from its 67% revenue share, absorb costs associated with program implementation management fees, additional staffing, hardware upgrades, bandwidth costs, brokerage fees, and all media resource costs.

The original contract was approved by Governor and Council on September 9, 2009, Item #133, effective July 1, 2010 through July 2, 2016, with the NHLC retaining the sole option to extend the contract, at its discretion and with Governor and Council approval, for up to one period of four (4) years at the same base rate as year one, 1.435% of net lottery sales.





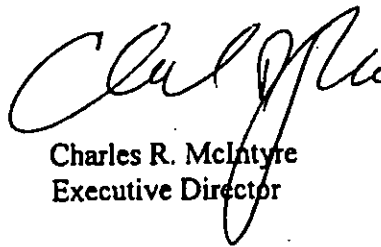
Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council

March 21, 2013  
Page two

The New Hampshire Lottery Commission gaming system is connected to a secured communications network that controls and monitors the following functions: inventory control, sales, report generation, validation and accounting for all lottery transactions conducted by approximately 1,200 licensed lottery retailers. The lottery's gaming system is simultaneously the backbone and central nervous system of lottery operations.

The Commission respectfully requests Governor and Council approval of the attached Intralot, Inc. contract amendment.

Respectfully submitted,



Charles R. McIntyre  
Executive Director

CM:dc  
Attachments

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Lottery Commission, hereinafter "the Commission," or "NHLC" and Intralot, Inc., hereinafter "the Contractor" or "Intralot", and, pursuant to an agreement between the parties that was approved by Governor and Council on September 9, 2009 hereby agree to modify same as follows:

1. Section 3.5.5 of the Lottery Gaming System Proposal, as more fully described in the attached "Memorandum of Understanding".
2. All other provisions of the contract shall remain in effect
3. This modification shall be effective on the date of approval by Governor and Council.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE

New Hampshire Lottery  
Commission

By: [Signature]  
Charles R. McIntyre, Executive Director

Intralot, Inc.

By: [Signature]  
Thomas F. Little, President & CEO

STATE OF Georgia

County of Forsyth

On this the 28<sup>th</sup> day of February 2013 before me, Dona Tribble, the undersigned officer, personally appeared Thomas F. Little who acknowledged himself/herself to be the CEO/President of a corporation, and that he/she, as such Thomas F. Little, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Thomas F. Little  
President & CEO - Intralot, Inc.

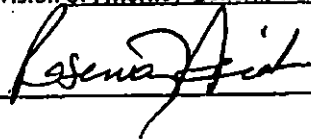
In witness whereof I hereto set my hand and official seal.



[Signature]  
Notary Public/Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 2 day of April, 2013.

Division of Attorney General Office

By: 

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

By: \_\_\_\_\_

---

**Certificate of Incumbency  
and  
Authority  
INTRALOT, Inc.**

---

I, Jay M. Lapine, being the Secretary of INTRALOT Inc., a Georgia corporation, do hereby certify that as of the date of this Certificate the following persons are duly qualified and acting Officers of INTRALOT Inc, holding the offices set forth opposite their names below. Further, said Officers are empowered to act on behalf of and bind the Corporation and any of its Subsidiaries in matters connected with the execution of contracts in the conduct of INTRALOT Inc. business. It is further certified that such actions and authority are consistent with corporate By-Laws, in effect and un-amended.

<u>Name</u>	<u>Office</u>
Thomas F. Little	President & CEO
Toula Argentis	Vice President, CFO and Treasurer
Jay M. Lapine	Vice President, CLO and Secretary
Lynn A. Becker	Vice President of Development & Asst. Treas. and Asst. Sec.
Christos Tzoumaras	Vice President of Operations
Byron Boothe	Vice President of Government Relations
John Pittman	Vice President of Marketing
George Mermigas	Vice President of Technology

IN WITNESS WHEREOF, I have executed this Certificate on behalf of INTRALOT Inc, this February 27, 2013.



---

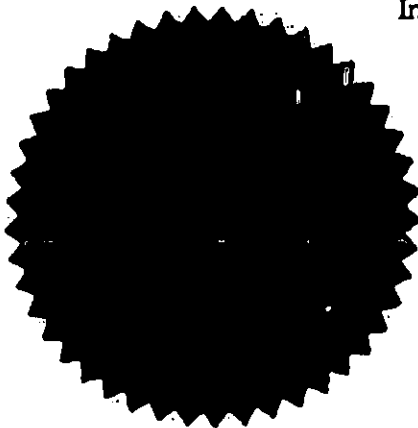
Jay M. Lapine, Secretary & Chief Legal Officer

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Intralot, Inc. a(n) Georgia corporation, is authorized to transact business in New Hampshire and qualified on February 9, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22<sup>nd</sup> day of August, A.D. 2012



*William M. Gardner*

William M. Gardner  
Secretary of State

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NEW HAMPSHIRE LOTTERY COMMISSION AND  
INTRALOT, INC.**

This Memorandum of Understanding (this "MOU") is made and entered into this 27 day of FEBRUARY 2013, by and between the New Hampshire Lottery Commission (the "NHLC") and INTRALOT, Inc. ("INTRALOT"), collectively the "Parties", as follows:

The purpose of this MOU is to memorialize the understanding of the parties with regard to advertising revenue and certain program elements thereof, all pursuant to that certain Agreement entered into between the Parties (the "Contract"), and approved by the Governor and Council on September 9, 2009, including but not limited to Section 3.5.5 of the Lottery Gaming System Request For Proposal, dated November 4, 2008, as incorporated by the Contract therein.

This MOU neither amends or modifies of the existing Contract, however, it does interpret and implement the provisions contained therein and therefore all terms and conditions of the Contract shall remain in full force and effect.

**UNDERSTANDINGS**

1. INTRALOT and the NHLC agree that Intralot will provide an enhanced LOTOS gaming system to include:
  - HORIZON content delivery software package and enhancements as may be required.
  - Advertising content delivery to all installed PAD devices operated by the NHLC
  - If necessary, additional central system hardware including servers at the PDC and BDC
  - Necessary and required additional network bandwidth, if any.
  - Additional staff as determined by Intralot to be needed and will assume responsibility for any additional staffing or advertiser acquisition costs in support of the PAD advertising program.
  
2. INTRALOT and the NHLC agree to implement, through the use of mutually agreed upon; statements of work, implementation schedules, and financial terms including revenue share, the proposal as set forth in Exhibit 1, attached hereto and incorporated by this reference herein.
  
3. INTRALOT and the NHLC further agree that, subject to further mutually agreed upon review and modification, the advertising units shall generally be described as follows:
  - Available & Contracted Player Advertising Displays (known as PADS, throughout) are, except for those specific retail environments outlined by the New Hampshire Lottery Commission, defined as; all display units at NHLC retail locations connected to the Horizon System and able to accept Playlist content for the purposes of advertising include; standalone display monitors at retail check-out, MP upper display areas (future), TVM display areas (where available) and may include KENO or 2<sup>nd</sup> Game monitors should they become available in the marketplace.
  - Advertising will consist of no more than 20% of the overall PAD Playlist for Zone 1 and No more than 25% of Zone 2 sponsorships or as agreed to by NHLC.
  - Advertising units are available in intervals of 5 seconds.

- Advertising units can be purchased in blocks up to (3) 5 second intervals not to exceed 15 seconds in length.
  - Advertising units will have a minimum of 15 seconds of Lottery content between Advertisements.
  - Advertisers and advertising content must be reviewed by the Lottery and is subject to Lottery approval, in its sole discretion. An approval process will be developed consistent with the Lottery's objectives and will provide for Advertiser opportunity to present storyboard concepts to the Lottery before Advertiser is subject to their own production or creative costs.
  - Advertising units are available on all available & contracted PADS. Initial launch minimum advertising period of 1 calendar month, ongoing flight schedules will vary based on sales and availability.
  - All costs for advertising methods and media shall be borne by the advertiser and must meet the established release & development schedule set forth by Intralot and NHLC.
4. The NHLC will receive 33% of gross advertising sales revenue for this PAD ADVERTISING PROGRAM. INTRALOT will, from its 67% revenue share, absorb costs associated with; program implementation, management fees, additional staffing, hardware upgrades, bandwidth costs, brokerage fees, and all media resource costs.
5. Notwithstanding the forgoing, the NHLC will have the ability to offer limited time allotments for targeted Public Service Announcements for specific State Government Institutions.
6. This MOU, its exhibits and attachments hereto sets forth the entire understanding between Parties with respect to the matters set forth herein and supersedes all prior representations, understandings or agreements, whether written or oral, expressed or implied regarding those matters specifically set forth herein, but shall not be deemed to be waiver of the NHLC's right to enforce any and all provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized officers as of the day and year first written above.

NEW HAMPSHIRE LOTTERY COMMISSION

By: 

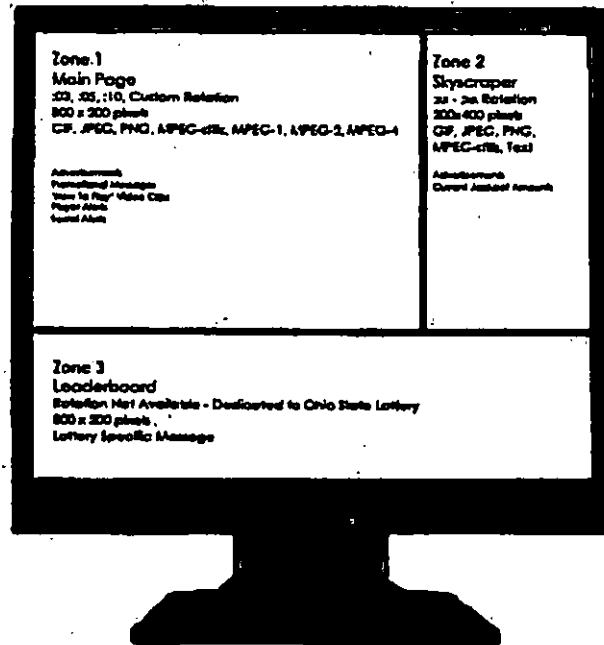
Charlie McIntyre  
Executive Director

INTRALOT, Inc.

By: 

Thomas F. Little  
President & CEO

**Exhibit 1**  
**EXPLANATION OF PAD ADVERTISING PROGRAM**



- INTRALOT will provide Horizon Content Management System to NHLC
- INTRALOT will manage content playlists for NHLC for all 3 Zones
- INTRALOT will manage advertising process with appropriate media resources
- INTRALOT will implement and oversee content management & approval process for NHLC and Advertisers
- Media Kit will be developed and produced by Intralot (to include high quality retail environment photography).
- Media Kit and recommended fee schedule will be provided to Intralot's Media Broker, New Hampshire Lottery Commission and those media agents representing the New Hampshire Lottery Commission
- Creative technical standards and guidelines will be developed and produced by or on behalf of Intralot
- Advertiser contracts (& letter of intent) will be developed by or on behalf of Intralot.
- Advertisers can be contacted by Intralot's Media Broker, New Hampshire Lottery Commission and those media agents representing the New Hampshire Lottery Commission.
- Additional media brokers, signage brokers may be contacted to handle special retail chains, or other contracted business types.
- All advertising accounts will be managed by Intralot's Media Agent(s).
- Available Advertising Units will be maintained by Intralot's Media Agent.
- Media Portal will be provided by or on behalf of Intralot to accommodate creative uploads
- Approval process to be established between Intralot, Advertiser and New Hampshire Lottery Commission
- Playlists will be managed by Intralot
- Pre-flight reporting will be provided to Intralot's Media Agent to provide to Advertisers
- Actual flight reports will be provided to Intralot's Media Agent to provide to Advertisers and their accounting dept.



- All financial billing and settlements will be handled by Intralot's Media Agent with the Lottery having a right to review and audit.
- Sales / Credits will be handled as agreed by NHLC and Intralot
- Commission schedules will be developed to accommodate sales & contract efforts whether advertisers are brought under contract by Intralot's Media Broker, New Hampshire Lottery Commission and those media agents representing the New Hampshire Lottery Commission, directly through retailers or by other contracted media brokers.

Sept 9, 2009



GOVERNOR John H. Lynch  
CHAIRMAN Richard Campbell, Jr.  
COMMISSIONER Paul J. Holloway  
COMMISSIONER Debra M. Douglas  
EXECUTIVE DIRECTOR Rick A. Wisler

June 22, 2009

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*100% Lottery Funds*

JUL 15 2009

*Tabled 4-2*

REQUESTED ACTION

SEP 19 2009  
*Remove 4-2, Approve 1-5  
4N*

The New Hampshire Lottery Commission (NHLC) requests authorization from the Governor and Council to enter into a contract with Intralot, Inc. of Duluth, Georgia (Vendor # 138125), for the period of July 1, 2010 through July 2, 2016, with the NHLC retaining the sole option to extend the contract, at its discretion and with Governor and Council approval, for up to one period of four (4) years at the same base rate as year one, 1.435% of net lottery sales. This contract request is for the purpose of providing the NHLC with a lottery gaming system connected to a secured communications network that will securely inventory, sell, inquire, validate and account for all lottery transactions conducted by approximately 1,200 licensed lottery retailers.

FY 11 funding in account 1029-106-0855 is subject to legislative approval in the budget.

EXPLANATION

The lottery's gaming system is the backbone of lottery operations. The public and retailers will see and interact with the sales terminals located in every licensed lottery retailer. These terminals are connected by a secured communications network to a central computer system running software designed specifically to meet the NHLC's needs and the most recent lottery industry standards. The central system records and fully accounts for every lottery ticket transaction. Lottery staff uses the gaming system to track sales and trends, obtain sales and inventory information for all retailers, maintain the subscription database for Powerball and Megabucks, and control instant ticket inventory and shipments thereof to retailers. Additionally, this contract will upgrade the lottery's instant ticket vending machines to a new model that increases the number of offered instant games to 25, as well as offering all on-line lottery games such as Powerball and Megabucks.

The current gaming system was activated on July 1, 2000. That system's contract expires June 30, 2010 and does not allow for any additional renewals. As with any major computer system transition, a significant lead time was scheduled to allow adequate time to develop an RFP, review and score proposals, award a contract, develop a gaming system to meet the NHLC's immediate and future needs, transfer data, and train approximately 1,200 retailers on the use of the new sales terminals.



In the fall of 2007 the NHLC established an on-line RFP committee ("Committee") consisting of lottery and OIT staff with vast experience in their fields. The four lottery members of the Committee have over 77 years of cumulative lottery experience. The Committee consisted of:

- Robert Preston, Games Manager of the NHLC and RFP Contracting Officer.
- Georges Roy, Administrator III of the NHLC
- Maura McCann, Program Information Officer of the NHLC
- Leigh Tilton, Accountant III, Human Resources and ICS Supervisor of the NHLC
- Jeffrey King, IT Manager of the Office of Information Technology (OIT).

Jeffrey King was a non-scoring participant but offered technical advice throughout the process. Additional technical assistance was provided by Gary Gassin and Michael Huffenberger of the Battelle Memorial Institute, a well recognized company that has vast experience assisting lotteries with the development and review of gaming system RFPs. Both Mr. Gassin and Mr. Huffenberger also were non-scoring participants.

Following a series of internal development meetings and individual vendor briefings, the New Hampshire Lottery Commission issued a Request for Proposal (RFP) for a lottery gaming system on November 4, 2008. Notices announcing the availability of the RFP were emailed to the three vendors who have contracts with North American lotteries, noticed in the lottery industry daily newsletter "Lottery Insider" and posted on the Division of Purchase and Property's web site. Following a number of written clarification questions submitted by vendors and NHLC responses, written proposals to the RFP were submitted to the NHLC by the deadline of February 20, 2009 by 4:00 p.m. A total of two proposals were submitted from the following vendors with the following price quotes:

- Intralot, Inc. of Duluth, Georgia at a base rate of 1.435% of net lottery sales.
- Scientific Games, Inc. of Atlanta, Georgia at a base rate of 1.830% of net lottery sales.

The Committee reviewed the two submitted written proposals. The committee determined that both proposals met the RFP requirements. The committee then evaluated the proposals based on two criteria.

- The first was for technical and consisted of areas including central system configuration, sales terminals, communications network, software controls and data management, lottery games and marketing, vendor facilities, staffing, support services and operations security plan, implementation and vendor corporate capability. A maximum total of 1,000 points could be awarded.
- The second criterion was cost - valued at a maximum of 1,000 points for base price plus the cost of specified options. The lowest bid received 1,000 points and the other proposal was awarded points relative to the lowest cost.

The two proposals received the following scores:

- Intralot received a total of 1,882.5 points consisting of 882.5 points for technical and 1,000 points for price.
- SGI received a total of 1,681.06 points consisting of 943.5 points for technical and 737.56 points for price.

The Committee unanimously agreed that Intralot, Inc. should be awarded the contract based on the strength of their proposal and best overall score. The Committee presented a report of its findings and recommendation to the lottery's Executive Director and the Lottery Commission. Following a review of the report and a series of questions the Commission is satisfied with the Committee's process and agrees with the Committee's recommendation. A copy of the Committee's report is attached to this letter. One copy of the related documents is available at the Department of Administrative Services and will be provided if requested.

It should be noted that the Committee estimates Intralot's evaluated cost proposal including specified options is approximately \$11 million less over six years than SGI's evaluated cost proposal. It is further estimated that the Intralot contract will result in a significant cost savings to the state of New Hampshire of approximately \$1 million annually when compared to the NHLC's current contract.

The Commission respectfully requests Governor and Executive Council approval of a six year contract with Intralot, Inc. The contract allows for one (1) four year option to renew. The contract ending date is July 2, 2016 instead of June 30, 2016 since this is the ending of our sales week and is more convenient and easier for approximately 1200 retailers to settle their balances due with the lottery.

Respectfully submitted,



Rick Wisler  
Executive Director

RW:dc  
Attachment

Subject:


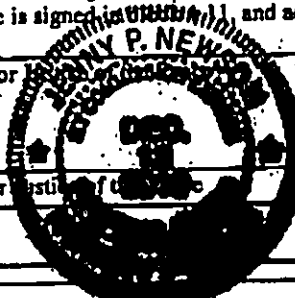

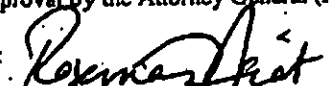
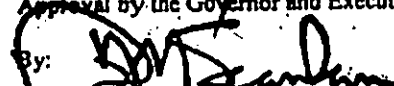
[Redacted Subject Line]

**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, New Hampshire, 03301	
1.3 Contractor Name Intralot, Inc.		1.4 Contractor Address 11360 Technology Circle, Duluth, GA 30097	
1.5 Contractor Phone Number 770-295-2463	1.6 Account Number 1029-106-0855	1.7 Completion Date July 2, 2016	1.8 Price Limitation 1.435% of net sales
1.9 Contracting Officer for State Agency Rick Wisler, Executive Director		1.10 State Agency Telephone Number 603-271-3391	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory THOMAS F. LITTLE, PRES. & CEO	
1.13 Acknowledgement: State of <u>Georgia</u> , County of <u>Fulton</u> On <u>June 12, 2009</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.12, and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Notary 		1.13.2 Name and Title of Notary or Notary Jenny P. Newson, Notary Exp. Dec. 12, 2010	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Rick Wisler, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-22-09</u>			
1.18 Approval by the Governor and Executive Council By:  <b>DEPUTY SECRETARY OF STATE</b> SEP 09 2009			

# State of New Hampshire

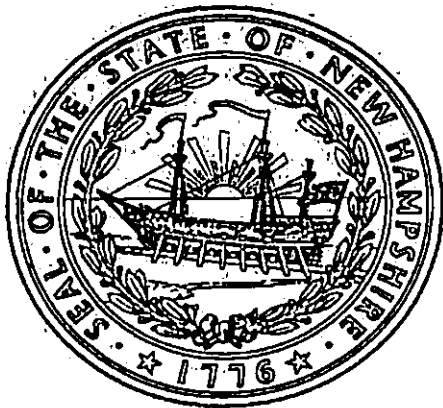
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTRALOT, INC. is a Georgia Profit Corporation registered to transact business in New Hampshire on February 09, 2009. 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: 608368

Certificate Number : 0004615945



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of November A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Certificate of Incumbency  
and  
Authority  
INTRALOT, Inc.**

---

I, **Jay M. Lapine**, being the Secretary of INTRALOT Inc., a Georgia corporation, do hereby certify that, as of November 6, 2019 and through the date of this Certificate, the following persons are duly qualified and acting Officers of INTRALOT Inc, holding the offices set forth opposite their names below. Further, said Officers are empowered to act on behalf of and bind the Corporation consistent with the By-Laws, Board of Directors Policies, and any enabling resolutions of the Board of Directors..

<u>Name</u>	<u>Office</u>
Byron E. Boothe, Jr.	Interim CEO
Jay M. Lapine	Vice President, CLO & Secretary

IN WITNESS WHEREOF, I have executed this Certificate on behalf of INTRALOT Inc., this November 12, 2019.



---

Jay M. Lapine, Secretary & Chief Legal Officer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2019

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> Palmer & Cay, LLC 3050 Peachtree Road, NW Suite 475 Atlanta GA 30305-2206	<b>CONTACT NAME:</b> Emily Blanton	
	<b>PHONE (A/C No. Ext):</b> 404-833-5800	<b>FAX (A/C No):</b> 404-991-6060
<b>E-MAIL ADDRESS:</b> emily.blanton@palmerandcay.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Charter Oak Fire Insurance Company		25615
<b>INSURER B:</b> Travelers Property Casualty Company of America		25674
<b>INSURER C:</b> The Travelers Indemnity Company		25658
<b>INSURER D:</b> Great American Insurance Co		16691
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 653098242                      **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			830 4655M850	11/1/2019	11/1/2020	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 - COMPOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810 0L840233	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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			CUP 7J906896	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB 7J455687	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			TUE 0190634 09	11/1/2019	11/1/2020	Each Occurrence 11,000,000 Aggregate 11,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Proof of Insurance

<b>CERTIFICATE HOLDER</b>  New Hampshire Lottery 14 Integra Drive Concord NH 03301	<b>CANCELLATION</b>  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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2019

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> Palmer & Cay, LLC 3050 Peachtree Road, NW Suite 475 Atlanta GA 30305-2206	<b>CONTACT NAME:</b> Emily Blanton <b>PHONE (A/C, No, Ext):</b> 404-633-5800 <b>E-MAIL ADDRESS:</b> emily.blanton@palmerandcay.com	<b>FAX (A/C, No):</b> 404-991-6060
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Intralot, Inc; DC09, LLC 11360 Technology Circle Duluth GA 30097	<b>INSURER A:</b> Charter Oak Fire Insurance Company <b>NAIC #</b> 25615	
	<b>INSURER B:</b> Travelers Property Casualty Company of America <b>25674</b>	
	<b>INSURER C:</b> The Travelers Indemnity Company <b>25658</b>	
	<b>INSURER D:</b> Great American Insurance Co <b>18691</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 934741474 **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	ADOL INSR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		830 4855M850	11/1/2019	11/1/2020	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 - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810 0L840233	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 7J906896	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB 7J455687	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			TUE 0190634 09	11/1/2019	11/1/2020	Each Occurrence 11,000,000 Aggregate 11,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: 248 Sheep Davis Road, Concord, NH 03301  
 New Hampshire Lottery Commission is included as Loss Payee on the Property policy referenced herein as required by written contract.  
 Limits:  
 Building - \$53,872  
 Personal Property - \$767,460  
 EDP - 722,038  
 Business Income - \$1,377,360

<b>CERTIFICATE HOLDER</b>  New Hampshire Lottery Commission 14 Integra Drive Concord NH 03301	<b>CANCELLATION</b>  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 
---	--



# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2019

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS Palmer & Cay, LLC 3050 Peachtree Road, NW Suite 475 Atlanta, GA 30305-2206		PHONE (A/C, No, Ext): 404-633-5800	COMPANY NAME AND ADDRESS Charter Oak Fire Insurance Company One Tower Square Hartford, CT 06183		NAIC NO: 25615
FAX (A/C, No): 404-991-8060	E-MAIL ADDRESS: aisha.beard@palmerandcay.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
CODE:	SUB CODE:		POLICY TYPE		
AGENCY CUSTOMER ID #:			LOAN NUMBER	POLICY NUMBER 630 4855M850	
NAMED INSURED AND ADDRESS Intralot, Inc; DC09, LLC 11360 Technology Circle Duluth, GA 30097			EFFECTIVE DATE 11/01/2019	EXPIRATION DATE 11/01/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)			THIS REPLACES PRIOR EVIDENCE DATED:		

**PROPERTY INFORMATION (ACORD 101 may be attached if more space is required)  BUILDING OR  BUSINESS PERSONAL PROPERTY**

LOCATION / DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

<b>COVERAGE INFORMATION</b>	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 59,845,510		DED: 5,000		
<input checked="" type="checkbox"/> BUSINESS INCOME	<input checked="" type="checkbox"/> RENTAL VALUE	YES	NO	N/A
BLANKET COVERAGE		X		
TERRORISM COVERAGE		X		
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X	
IS DOMESTIC TERRORISM EXCLUDED?			X	
LIMITED FUNGUS COVERAGE		X		DED: 5,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X	
REPLACEMENT COST		X		
AGREED VALUE			X	
COINSURANCE			X	IF YES, %
EQUIPMENT BREAKDOWN (If Applicable)		X		DED: 5,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X		DED: 250,000
- Demolition Costs		X		DED: 250,000
- Incr. Cost of Construction		X		DED: 250,000
EARTH MOVEMENT (If Applicable)			X	DED: 500,000/250,000
FLOOD (If Applicable)		X		DED: 50,000/100,000
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		X		DED: 2%
NAMED STORM INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions:		X		DED: 2%
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X		

**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.

<b>ADDITIONAL INTEREST</b>		LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE		LENDER SERVICING AGENT NAME AND ADDRESS
<input type="checkbox"/> CONTRACT OF SALE	<input type="checkbox"/> MORTGAGEE			
NAME AND ADDRESS New Hampshire Lottery Commission 14 Integra Drive Concord, NH 03301				AUTHORIZED REPRESENTATIVE 

© 2003-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Palmer & Cay, LLC		NAMED INSURED Intralot, Inc; DC09, LLC 11360 Technology Circle Dututh, GA 30097	
POLICY NUMBER 630 4655M850		EFFECTIVE DATE: 11/01/2019	
CARRIER Charter Oak Fire Insurance Company	NAIC CODE 25615		

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
FORM NUMBER: 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

**REMARKS:**

RE: 248 Sheep Davis Road, Concord, NH 03301  
New Hampshire Lottery Commission is included as Loss Payee on the Property policy referenced herein as required by written contract.  
Limits:  
Building - \$53,672  
Personal Property - \$767,460  
EDP - 722,038  
Business Income - \$1,377,360



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/8/2019

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> Palmer & Cay, LLC 3050 Peachtree Road, NW Suite 475 Atlanta GA 30305-2206	<b>CONTACT NAME:</b> Emily Blanton	
	<b>PHONE (A/C No, Ext):</b> 404-633-5800	<b>FAX (A/C No):</b> 404-991-6060
<b>E-MAIL ADDRESS:</b> emily.blanton@palmerandcay.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Federal Insurance Company		20281
<b>INSURER B:</b> Continental Casualty Company		20443
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

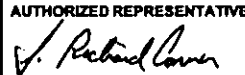
**INSURED** Intralot, Inc 351  
11360 Technology Circle  
Duluth GA 30097

**COVERAGES**      **CERTIFICATE NUMBER:** 1560805160      **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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			8198-3334	11/1/2019	11/1/2020	Employee Theft
B	Excess Crime			596392055	11/1/2019	11/1/2020	Aggregate Limit
B	Fiduciary Liability/EPL			652167527	11/1/2019	11/1/2020	Aggregate Limit
							10,000,000 5,000,000 \$1M / \$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  NH Lottery Commission 14 Integra Drive Concord NH 03301	<b>CANCELLATION</b>  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 
--	--



October 9, 2019

New Hampshire Lottery  
Charlie McIntyre - Executive Director  
14 Integra Drive  
Concord, NH 03301

RE: Change of Surety Bond Provider - New Hampshire

Dear Charlie:

We are writing to advise that effective immediately, Intralot will be moving your Performance Bond from its present surety provider to Hartford Insurance. The new bond document is enclosed for your files

This new provider is the same quality, A+ rating, as the present and has worked with Intralot and its lottery customers in the past.

As all enterprises periodically do, we are making this change for efficiencies and cost effectiveness purposes.

We presume that such a change is one that you are comfortable with and to that end have included replacement and supersession language in the replacement bond, making logistics easy for you. If however, you have any question or concern, please do not hesitate to contact me and we will address those promptly.

Again, thank you for your review and approval.

Respectfully,  
Intralot, Inc.



Jay M. Lapine  
Chief Legal Officer

CC: Vassilis Hadjidiakos, CFO

This bond replaces and supersedes Aspen American Insurance Company bond #SU44768

Bond Number: 20BSBIC6068

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we Intralot, Inc. (hereinafter called "Principal"), and Hartford Fire Insurance Company, authorized to do business in the State of New Hampshire (hereinafter called "Surety") are held and firmly bound unto New Hampshire Lottery Commission (hereinafter called "Obligee") as Obligee, for such monetary amount as incurred by the Obligee, not to exceed the penal sum of Five Million & No/100 (\$5,000,000.00) ----- DOLLARS, good and lawful money of the United States of America, the payment of which, well and truly to be made, we do bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounded Principal has entered into a certain written Contract with the above named Obligee, effective the 15th day of June, 2010 for Lottery Gaming System which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length were attached herein.

The obligation of this Performance Bond shall be null and void unless: (1) the above Contract is in writing, and has been fully executed by both the Principal and the Obligee; (2) the Principal is actually in default under the above Contract, and is declared by the Obligee thereafter to be in default; (3) the Obligee has performed all of the obligation of the Obligee under the Contract; and (4) the Obligee has provided written notice of the default to the Surety as promptly as possible, and in any event, within ten (10) days after such default.

The Surety, at the sole election and discretion of the Surety, may take any of the following actions:

- (1) With notice to the Obligee, provide financial assistance to the Principal to remedy any contractual default by the Principal; or
- (2) Undertake the completion of the above Contract by the Surety, through its agents or through independent contractors; or
- (3) Determine the amount for which the Surety may be liable to the Obligee, and as soon as practicable thereafter, tender payment thereof to the Obligee; or,
- (4) Pay the full amount of the above penal sum in complete discharge and exoneration of this Performance Bond, and of all liabilities of the Surety relating hereto.

If the Surety so elects to act, all payments and expenditures by the Surety shall be applied against the above penal sum and in reduction of the limit of liability of the Surety.

PROVIDED HOWEVER, that this bond is executed by the Surety and accepted by the Obligee subject to the following expressed conditions:

- (1) This bond is for the term beginning October 4, 2019 and ending June 15, 2020, but may be extended by continuation certificate executed by the Surety, as the option of the Surety.
- (2) Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee which is recoverable under this bond.
- (3) Surety's liability under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.
- (4) No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this bond unless same be brought or instituted and process served upon the Surety within six months following the expiration of the original term of this bond, or extended term as provided herein.
- (5) Prior consent of the surety must be obtained for any increase of 10% or more to the original contract amount or time for completion.
- (6) This bond expires at the earlier of (1) the stated term or the expiration of any continuation certificate(s) or (2) upon completion and acceptance of the contracted work.

In the event of conflict or inconsistency between the provisions of this Performance Bond and the provisions of the above Contract, the provisions of this Performance Bond shall control or the obligation of the Surety be deemed null and void to the extent of any enlargement or augmentation to the liabilities of the Surety prescribed by this Performance Bond.

Sealed with our seals and dated this 4th day of October, 2019.

WITNESS:  
Orna Ribble



Intralot, Inc.  
(Principal)  
By: Jay M. Lapine

Jay M. Lapine, Esq.  
CLO & Secretary  
Intralot, Inc.

Hartford Fire Insurance Company  
(Surety)  
By: Carolyn E. Wheeler  
Carolyn E. Wheeler, Attorney-In-Fact

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH USA INC/NATIONAL SURETY CTR

Agency Code: 20-246454

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Loretta M. Jones, Andrea Allman, Rachel A. Chaveriat, Jessica Frederick, Rebecca J. Hobbs, Julie Karnes, Sandra King, Thelma M. Lett, Michelle Lute-Heatherly, Sandy McElhane, Vicki Nobinger, Ana W. Oliveras, Bonnie Rice, Mariah Smith, Mary Volmar, Carolyn E. Wheeler of KNOXVILLE, Tennessee

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

} ss. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of  
Signed and sealed at the City of Hartford.

*October 4, 2019*



*Kevin Heckman*

Kevin Heckman, Assistant Vice President



Aspen American Insurance Company  
175 Capital Boulevard  
Rocky Hill, CT 06067

### ANNUAL PERFORMANCE BOND

Bond No. SU44768

KNOW ALL PERSONS BY THESE PRESENTS, That we Intralot, Inc., as Principal and Aspen American Insurance Company, of Texas, authorized to do business in the State of Texas, as Surety, are held and firmly bound unto New Hampshire Lottery Commission as Obligee, in the maximum penal sum of Five Million and No/100---- Dollars (\$5,000,000.00), lawful money of the United States of American, for which payment well and truly to be made we bind ourselves heirs, executors and assigns, jointly and severally.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Lottery Gaming System (hereinafter referred to as the "Contract"), said Contract is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms. The Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of June 15, 2019 to June 15, 2020. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending June 15, 2020. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall have the final and definite expiration date of June 15, 2025, unless earlier non-renewed.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on the instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below.

Aspen American Insurance Company;  
175 Capital Boulevard  
Rocky Hill, CT 06067  
Attn: Kevin W. Gillen, Associate General Counsel



5. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 10th day of May, 2019.

**Intralot, Inc.**

Principal

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_

**Aspen American Insurance Company**

By: *D-Ann Kleidosty*

D-Ann Kleidosty, Attorney-in-Fact



Aspen American Insurance Company  
175 Capital Boulevard, Rocky Hill, CT 06067

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: D-Ann Kleidosty; Sharon J. Potts; Gary D. Eklund; Sylvia M. Ogle; Maria Concepcion; Karina Plis of Marsh USA, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppl, Executive Vice President, Scott Sadoivsky, Senior Vice President, Kevin W. Gillen, Senior Vice President, Mathew Raino, Senior Vice President, Ryan Field, Senior Vice President; Timothy P. Griffin, Vice President, Keith Flannery, Vice President, Mary E. Durosco, Vice President, Frank Campiglia, Vice President, Ray Philippon, Assistant Vice President and Lucas Lomax, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed: this 20th day of August, 2018.

STATE OF CONNECTICUT

Aspen American Insurance Company

SS. ROCKY HILL

*Mary E. Durosco*  
Mary E. Durosco, Vice President

COUNTY OF HARTFORD

On this 20th day of August, 2018 before me personally came Mary E. Durosco, to me known, who being by me duly sworn, did depose and say, that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

*Vanessa Arias*  
Notary Public

Vanessa Arias  
Notary Public  
State of Connecticut

My commission expires: February 28, 2019

My Commission Expires February 28, 2019

**CERTIFICATE**

I, the undersigned, Mary E. Durosco, of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 10<sup>th</sup> day of May, 2019



By: *Mary E. Durosco*

Name: Mary E. Durosco, Vice President

\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: [Vanessa.arias@aspen-insurance.com](mailto:Vanessa.arias@aspen-insurance.com)

# **EXHIBIT A**

# STATE OF NEW HAMPSHIRE LOTTERY COMMISSION



## RFP LOT 2020-01 Sports Wagering System and Services

August 7, 2019

**NH Lottery**

Over \$2 Billion and Counting for our Schools

**STATE OF NEW HAMPSHIRE  
LOTTERY COMMISSION**

**Sports Wagering System and Services  
RFP LOT 2020-01**

**SECTION 1 – Overview and Schedule**

**A. Executive Summary**

Pursuant to RSA 287-I the New Hampshire Lottery Commission (“Lottery”) has been authorized to conduct and regulate sports wagering within the State of New Hampshire through the use of contracted agents and vendors. This legislation allows three channels of sports wagering. First, through an internet mobile platform (Mobile Channel). Second, through physical sports book retail locations (Retail Channel). Finally, through traditional lottery retailers (Lottery Channel). A copy of the relevant statutory language is attached to this Request for Proposal (RFP) as Appendix A. This RFP seeks proposals from prospective agents for sports wagering systems and services for all three channels. Proposers may submit a proposal for one, two, or all three channels. The Lottery reserves the right to select one Proposer or multiple Proposers within the limits set forth in RSA 287-I.

Proposers for all three channels will be asked to propose full-service solutions. The Lottery considers full service to include hardware, software, data networks, and fully integrated sports book services including market creation, market and event management, risk management, player acquisition and customer relationship management (CRM), responsible gaming program and integrity monitoring. The lottery currently utilizes a player account management (PAM) system and player wallet procured from Neo Pollard Interactive to support the New Hampshire iLottery platform. Proposers may propose an integration with the existing PAM system and player wallet or may propose a separate solution and payment process services. All such services must include Know Your Customer (KYC), Anti-Money Laundering (AML), and geo-location services. Regardless of the PAM system utilized, the Lottery strongly prefers a single sign-on functionality for both iLottery and sports betting platforms. All servers initiating wagers for the sports wagering platform must be located within the State of New Hampshire and the agent(s) must make all reasonable efforts to ensure that data relating to sports wagering remains within the State of New Hampshire.

Proposers wishing to submit a proposal for the Retail Channel should be aware of the requirement for local approval of the location within each city or town as set forth in RSA 287-I:6. In New Hampshire, the majority of cities hold local elections in November of odd numbered years. Towns generally hold town meetings or elections in March of every year. Due to the timing of these elections, the Lottery has informed the municipalities that have elections this fall that they will need to consider the issue of sports betting retail locations in their city during this election cycle or delay potential implementation until November of 2021. Towns will be able to consider approval of sports book retail locations in the spring of 2020.

A city or town approving a sports book retail location in their community does not guarantee that the municipality will be awarded a location, nor will the locations be awarded on a first come first serve basis. Rather, the Lottery will ask potential agents to propose locations and will approve locations that are in the best interests of the agent, Lottery and the State pending local approval pursuant to RSA 287-I:6 and any other required local permitting, licenses and approvals.

Pursuant to RSA 287-I:3 this procurement will be conducted in separate stages. This RFP will request submission of technical proposals and qualifications as set forth in detail in this document. After submission of technical proposals, and at the option of the Lottery, oral presentations and product demonstrations, the Lottery will select a number of Proposers who are best qualified to be sports betting agents based on the scoring criteria set forth in this document. Those Proposers will then be asked to provide a price proposal based on a percentage share of net gaming revenue from sports betting being paid to the Lottery. The Lottery may allow for varied price proposals based on factors including the agent operating multiple channels and the number of agents contracted for each channel. Proposers are advised that only the most qualified Proposers will be selected for invitation to submit price proposals and be eligible for award of a contract.

It is the Lottery's intent to begin offering sports wagering as soon as practical after execution of the contract(s).

**B. Schedule**

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

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	August 7, 2019	
Proposer Inquiry Period Ends	August 26, 2019	4:00 PM
Final Agency Responses to Proposer Inquiries	September 4, 2019	4:00 PM
Proposers Submit Technical Proposals	September 16, 2019	4:00 PM
Estimate Timeframe for Proposer Oral Presentations and Interviews (by invitation)	Week of September 30, 2019	
Price Proposal Due (by invitation)	October 10, 2019	
Estimated Notification of Selection and Begin Contract Negotiations	October 17, 2019	
Estimated Date of Approval of Final Contract	November 20, 2019	

## **SECTION 2 – Description of New Hampshire Lottery/Existing Lottery And State Gaming Infrastructure**

The Lottery is an executive branch commission of the State of New Hampshire that is responsible for operating lottery sales and for regulating charitable gaming within the State. For the Fiscal Year 2019, the Lottery reported over \$384 million in revenue and generated a net profit of over \$100.7 million.

Pursuant to RSA 287-I, the Lottery is responsible for the operation and regulation of sports wagering within the State of New Hampshire. Lottery will operate the games through selected agents and vendors and also regulate the activities of the vendors and agents. The Lottery anticipates three distinct channels of sports wagering. First through an online internet based mobile platform (Mobile Channel), second through no more than 10 physical sports book retail locations (Retail Channel) and finally parlay and proposition sports wagers through a segment of the Lottery's existing network of approximately 1,400 retailers (Lottery Channel). The Mobile Channel is permitted to offer all three tiers of wagering as defined in RSA 287-I. The Retail Channel is permitted to offer Tier I and III wagers and the Lottery Channel is permitted to offer Tier III wagers only.

The Lottery launched an online/mobile lottery platform on September 4, 2018, which allows players to play e-instant tickets and purchase multi-state jackpot games. As of the end of June 2019, the Lottery had more than 46,000 registered iLottery users with more than 23,000 players having made at least one deposit on the system. As part of this iLottery platform, the Lottery has procured a (PAM) system and player wallet that is supplied and managed by NeoPollard Interactive.

The Lottery currently regulates 15 charitable game rooms throughout the State of varying sizes. The rooms and gaming employees are licensed through the Lottery after review of applications and background checks. Additionally, the game rooms are equipped with surveillance that has been reviewed and approved by the Lottery. Proposers for the Retail Channel are encouraged to review the existing game rooms within the State and determine if any of those existing facilities can be leveraged to offer retail sports betting.

The Lottery has over 1,400 lottery retailers within the State. The retail network is connected to a central gaming system operated by Intralot, Inc. The Lottery retail equipment is connected to the gaming system by a combination of cellular, satellite, and internet networks. Retailers utilize MP machines (kiosks), Microlots (desktop units), and LTVMs (vending machines). The Lottery has approximately 180 Keno retailers who utilize MPs in bar and tavern/adult environments.

## **SECTION 3 – Process for Submitting a Proposal**

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

Proposals submitted in response to this RFP must be received by Lottery no later than the time and date specified in the Schedule section herein. **Proposers may submit a single proposal for multiple channels but must clearly state what channels they are proposing to service in the introduction to the proposal. Proposers who submit for multiple channels may be awarded less than all of the channels proposed.** All proposals must be accompanied by an executed transmittal letter form, which is attached to this RFP as Appendix B. Proposals may be submitted by U.S. Mail, Delivery Service or in Person. Proposals must be addressed to:

**State of New Hampshire Lottery Commission  
c/o Charles McIntyre, Executive Director  
14 Integra Drive, Concord NH 03301**

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE  
RESPONSE TO RFP LOT 2020-01  
Sports Wagering System and 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 Lottery, in accordance with its established policies, as having been received at the location designated above. The Lottery 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 five (5) clearly identified hard copies of the Proposal, including all required attachments;
- b) One (1) original and one (1) clearly identified electronic copy of the Proposal, including all required attachments contained on digital media such as USB drive; and
- c) One 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: Lynda Plante, Deputy Director, [Lynda.Plante@lottery.nh.gov](mailto:Lynda.Plante@lottery.nh.gov)

CC: Amanda Laskey, [Amanda.Laskey@lottery.nh.gov](mailto:Amanda.Laskey@lottery.nh.gov)

Inquiries must be received by the Lottery'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 Lottery 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 Lottery's discretion. The Lottery may consolidate and/or paraphrase questions for sufficiency and clarity. The Lottery 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 Lottery. Official responses by the Lottery 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 Lottery regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. Lottery 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 4 – Proposed Scope of Work**

The successful Proposer(s) will operate a sportsbook within the limits prescribed by RSA 287-1 and all administrative regulations promulgated by the Lottery pursuant to that statute. The selected Proposers will be responsible for the following areas of responsibilities:

### **I. Creation of a New Hampshire Sports Betting Skin (All Channels)**

The successful Proposer(s) will be responsible for the creation and implementation, in consultation with the Lottery, of a “skin” or brand for the sports betting platform. Proposers are advised that they can propose existing skins or brands that are in use in the market, a New Hampshire specific brand or a hybrid skin with the existing brand but identifying the New Hampshire nature of the product. The Proposer will be responsible to refresh their skin at least every three (3) years unless a different timeframe is agreed to between the contractor and Lottery.

### **II. Buildout of Retail Space (Retail Channel)**

The successful Proposer(s) will need to identify up to ten (10) retail environments for the creation of sports books within the State. Each proposed location must be approved by the Lottery. The Proposers will be responsible to build out the space in a manner that is consistent with the approved skin/branding. Each retail environment will be operated in compliance with security and internal controls as approved by the Lottery. The Lottery is seeking retail sports books that are first-rate entertainment venues with commercially appealing location, atmosphere and décor. The Proposer will be responsible to install and operate a sufficient number of tills, kiosks and “bring your device” (BYD) technologies. Retail shops may be stand-alone or co-located with existing adult centered retail environments as approved by the Lottery.

### **III. Customer Acquisition (All Channels)**

The successful Proposer(s) will be responsible for implementing a customer acquisition program. Proposer may utilize e-mail marketing, bonus structures, and affiliate programs to support customer acquisition. Proposer will also be expected to use their resources to market their sports book offering(s) in New Hampshire and coordinate with Lottery’s marketing team and vendors to support advertisement of the overall sports betting program.

### **IV. Sports Betting Platform Hardware, Software and Networking (All Channels)**

The successful Proposer(s) will be responsible for providing a full-scale sports betting platform. Proposer must have an established sports betting software platform that is currently in use in at least three jurisdictions. Proposer will be responsible for procuring and operating at least two servers, one production system and one disaster recovery system, to support sports wagering within the State and any associated equipment including firewalls, UPS, cabling, etc. The Proposer must locate both the primary and disaster recovery server within the State of New Hampshire in a physically secure environment. Proposer will be responsible for ensuring the security of the location. Equipment must be approved by the Lottery. Proposer shall be responsible for all networking for the system. Proposer shall ensure that the system balance loads

during high transaction periods. The Lottery shall be granted access to the sports betting system through a back office portal.

#### V. Local Personnel Support (All Channels)

The successful Proposer(s) shall provide a project manager who will be the primary point of contact with the Lottery. Proposer must also provide 24/7 technical support for the sports betting platform and for retail and lottery equipment utilized in the sports betting program.

#### VI. Sports Betting Services (All Channels)

The successful Proposer(s) shall be responsible for providing all ancillary services required to operate the sports betting platform including event creation, market creation, odds compilation and management, risk management, content management and bet settlement. Each channel should provide relevant customer support and sales support for sports wagering within the channel, including a call center. In addition, the successful Proposer(s) will be responsible for providing real-time or near real-time player analytics, business intelligence reporting and tailored CRM services informed by those analytics.

#### VII. Player Account Management and Player Wallet (Mobile Channel)

The successful Proposer(s) will need to provide a PAM system and player wallet. Proposers may, but are not required to, propose integration with the existing lottery player account management and player wallet. The Proposer will be responsible for ensuring, either directly or through integration of systems the geolocation of a player, KYC requirements including identity, age and eligibility to play, all relevant AML compliance requirements, and fraud protection and detection. Proposer shall either directly, or through integration of systems, accept payments as allowed by New Hampshire law and pay players winnings and refunds. Proposer shall ensure that its payment processing systems are PCI compliant.

#### VIII. Responsible Gaming and Integrity Monitoring

The successful Proposer(s) will have a responsible gaming program that has been reviewed and approved by the Lottery. The plan should include responsible gaming tools that are embedded in the Proposer's systems, policies and procedures. Further, the Proposer will participate in sports integrity monitoring programs or services as approved by the Lottery.

#### IX. Financial Reporting and Auditing

The successful Proposer(s) will be responsible for providing financial reporting on all sports betting activities and for periodically performing internal and third-party audits of their accounting system by reputable third-party companies approved by the Lottery. Proposers will be responsible for providing annual System and Organization Controls II (SOC II) audits, SSAE reporting and all required IRS reporting. Proposers will also be responsible to push transaction data to a trusted independent third-party provider to allow for reconciliation with the Proposer's sports betting transaction data. Proposer(s) will need to work with the Lottery to develop a process for reporting and transfer of the Lottery's revenue share.

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

Proposals shall address in detail the following topics within the page limitations. Proposers shall answer all areas indicated for the channel they are proposing. Due to the fact that this is a recently legalized activity that has not been offered by the State before, Proposers are advised that the Lottery wishes to consider the broadest range of potential goods and services available. When discussing the technical solution, Proposers are encouraged to address a preferred solution while highlighting alternate capabilities that the Proposer may be able to offer to the Lottery in fashioning a sports betting product that fits the New Hampshire market. The Lottery will evaluate the proposals on the strength of the proposed solution and the capabilities of the Proposer to be flexible in their approach as the Lottery learns more about the sports betting market within the State.

The Proposals shall address the following questions:

### **A. Describe the Proposer's History, Business Structure, Experience and Capabilities (All Channels)**

Proposer shall provide the following information:

#### **I. General Information**

- a. Legal Name of the Proposer's business;
- b. Name the Principal(s) of the business;
- c. Name, telephone number and email address of the representative authorized to discuss this Proposal on behalf of the Proposer;
- d. Number of employees of the Proposer's business;
- e. Date of establishment of the Proposer's business;
- f. An organizational chart of the Proposer's business, including all partners and officers;
- g. A list of all parent or subsidiary companies and an explanation of their relationship to the Proposer; and
- h. A list of all owners of greater than 5% of the Proposer's business.

#### **II. Financial Information**

- a. Provide audited financial statements for the previous five (5) years;
- b. A summary of the financial resources available to the Proposer to execute this project; and
- c. Disclose any bankruptcy, insolvency, re-organization involving the Proposer, its parent company, subsidiary companies or any subcontractors that the Proposer intends to rely on to provide services pursuant to this RFP.

If a Proposer experiences a material change in financial condition between the time of proposal and the date of award or during the term of any resultant contract, Proposer must notify Lottery of such change of condition within a reasonable time after that change is known. Financial stability being a key condition for performance of the contract, the Lottery reserves the right to disqualify a Proposal or terminate a resultant contract based on a material change of condition that may impact the Proposer's ability to successfully perform the services sought in this RFP. "Material Change" is defined as any event that, following Generally Accepted Accounting Principles (GAAP) would require disclosure in the annual

report of a publicly traded United States corporation or that would be required to be disclosed under State or Federal law.

### III. Experience and Capabilities

- a. Generally describe the Proposer's business and capabilities with an emphasis on the capability to provide sports betting services associated with the channel being proposed.
- b. Indicate the persons from the Proposer who will be principally responsible for the implementation of the services proposed if the Proposer is awarded a contract. For each person provide their name and job title, biography of their experience in sports betting and their responsibilities in the RFP process and ultimate implementation of services.
- c. List all jurisdictions where the Proposer and parent company have been licensed or otherwise authorized by contract or otherwise to conduct sports betting operations, including the date of licensure or authorization. Please indicate whether the licenses or authorizations granted are still valid and in effect. Please disclose any disciplinary actions taken against Proposer's license or authorization within the last ten (10) years. Please further describe any disciplinary actions taken by any regulatory agency against any owner, partner, officers, directors, employees or agents of Proposer. The same information shall be provided for any subcontractor that the Proposer intends to rely on to deliver services to the Lottery pursuant to this RFP.
- d. Please provide a list of three (3) references, including name, telephone number and email address, of organizations or businesses ("clients") that the Proposer has provided sports betting related services for in the past three (3) years. Please provide for each reference the name of the client, the jurisdictions in which the services were provided, the dates that the services were provided and the volume of the services provided as expressed by the number of registered players or the number of betting transactions handled on an annual basis for that client.

### IV. Integrity and Ethics

- a. Proposer shall identify any conviction, judgment, administrative proceedings or investigations in the past five (5) years by local, state or federal law enforcement authority against the Proposer, its parent company, subsidiary companies or any subcontractors that the Proposer intends to rely on to provide services pursuant to this RFP.
- b. Proposer shall disclose the details of any litigation during the past five (5) years, whether complete or active, involving the Proposer, its parent company, subsidiary companies or any subcontractors that the Proposer intends to rely on to provide services pursuant to this RFP.
- c. Identify any person who will receive a commission or other value from the Proposer or any associated entity if the Proposer is selected to provide sports betting services.
- d. Has the Proposer or any subcontractor that the Proposer intends to rely on been assessed any penalties or liquidated damages during the past two (2) years on any contract. If so, please list the client and the circumstances surrounding the assessment of the penalty or damages.
- e. Has the Proposer or any subcontractor that the Proposer intends to rely on been terminated, either for cause or for convenience during the past five (5) years on any contract. If so, please list the client and the circumstances surrounding the termination.

- f. Has the Proposer, its parent company, subsidiary companies or any subcontractors been the subject of any order, judgment or decree of any state or federal authority barring, suspending or otherwise limiting the right of those businesses to engage in any business, practice or activity.
- g. Identify any actual or potential conflicts of interest that may arise from the award of a contract to the Proposer pursuant to this RFP and identify how the Proposer plans to address any actual or potential conflicts.
- h. Please provide a copy of any letter provided from a regulatory jurisdiction, foreign or domestic, addressing any investigations, findings, fines, fees, and/or discipline relating to sports betting activities.

The Lottery expects complete candor from Proposers in addressing this section. Any lack of candor on these questions may be cause, at the discretion of the Lottery, for immediate disqualification of the Proposal.

**B. How would you propose to design and implement a mobile sports betting platform for the New Hampshire market? (Mobile Channel Only)**

RSA 287-I:7 allows the State of New Hampshire, through its contracted agent(s) to operate all tiers of mobile sports wagering within the State. The Lottery may select one (1) or up to five (5) agents. In narrative form, please address how you would implement a mobile sports wagering platform within New Hampshire. Please note that specific questions addressing technical and compliance parts of the system will be addressed elsewhere in this RFP. Proposers are encouraged within the narrative to address, at a minimum, the following matters:

- a. Branding or skin of a proposed mobile site (existing brand, New Hampshire-specific brand or hybrid) and the rationale behind the selection of the skin;
- b. Player acquisition model, including leveraging of the Lottery's existing player database, advertising and affiliate programs and marketing budget;
- c. Availability of a mobile app either for direct betting or as a portal to a web-based sports betting platform and whether the app conforms to Apple and Android technical requirements in the United States;
- d. Proposed player account management, player wallet, and payment processing systems;
- e. The feasibility of single sign-on with the Lottery's existing iLottery platform;
- f. Timeframe to implement mobile wagering from award of contract;
- g. Proposer's experience in similar markets including lessons learned from those implementations that can be used in New Hampshire;
- h. The effect of having either an exclusive mobile wagering skin or multiple sports wagering skins; and
- i. The Proposer's existing database of potential New Hampshire players.

Proposers are encouraged in this section to address their preferred path and product for implementation while also describing alternatives that can be available to the Lottery in fashioning a mobile sports wagering market. (Page limit 15 pages)

**C. How would you propose to design and implement a retail betting channel in New Hampshire?  
(Retail Channel Only)**

RSA 287-I:5 allows the Lottery, through a contracted agent, to accept all wagers except in-play wagers as defined by the statute at sports book retail locations. There may be no more than 10 such locations within the State that must get approval within each municipality. The Lottery will reserve the right to award less than all ten (10) locations in this RFP, to award all locations to a single agent, or to award multiple agents different locations. In narrative form, Proposers are asked to explain how they would design and implement a retail betting channel within New Hampshire. Proposers are asked to consider the following in their narrative response:

- a. The branding for sports book retail locations including representative photographs and/or renderings of the sports book environment;
- b. The optimal number of retail locations (not to exceed 10);
- c. Proposers experience with retail environments in similar jurisdictions;
- d. The proposed towns or municipalities where Proposer would like to locate retail shops;
- e. Any known locations where Proposer has an agreement or letter of interest to locate;
- f. How Proposer would leverage existing licensed gaming facilities within the state;
- g. Whether Proposer would have stand-alone shops or co-locate with existing retail establishments or a combination of both;
- h. Brand and model of sports betting equipment, such as tills and kiosks to be used in the retail environment;
- i. Proposed size of shops in terms of square footage, number of tills or kiosks to accept bets. If Proposer anticipates varying the size of shops, please advise of the different footprints envisioned;
- j. Marketing and acquisition plan including marketing budget;
- k. Ability to leverage players own mobile devices within the retail environment;
- l. Timeframe for implementation from the date of award;
- m. Number of employees anticipated to be hired at the retail shops;
- n. Proposed hours of operations; and
- o. Overview of internal controls and security requirements for retail environments.

Proposers are encouraged in this section to address their preferred path for implementation of a retail channel while also describing alternatives that can be available to the Lottery in fashioning a retail sports wagering product. (Limit 20 pages).

**D. How would you propose to design and implement a lottery-based sports betting product? (Lottery Channel Only)**

Pursuant to RSA 287-I:5, the Commission is authorized to directly engage in Tier III sports wagering and to utilize vendors to support this initiative. Proposers are asked in narrative form to describe how they would design and implement a Tier III sports wagering program in connection with the Lottery's existing lottery retail network. Within the narrative response, the Proposers shall consider the following:

- a. The branding for lottery sports wagering games;
- b. Customer acquisition and advertising plan and budget for Tier III lottery sports wagering;
- c. The types of games/wagers that would be offered within the Tier III sports wagering category including proposed prize payout/house win models;
- d. How would Proposer leverage the existing retailer network;
- e. Would Proposer integrate with existing lottery terminals or require new hardware for lottery retailers;
- f. If the Proposer envisions using separate hardware in lottery retailers, please note the type, brand and model of the hardware with the space requirements;
- g. How would Proposer leverage the Keno retailer subset of the existing retailer network;
- h. What would be the time for implementation from the date of award;
- i. What integration would be necessary with the Lottery's existing lottery gaming system; and
- j. An overview of the internal controls and security requirements in a retail environment.

Proposers are encouraged in this section to address their preferred path for implementation of a lottery channel while also describing alternatives that can be available to the Lottery in fashioning a lottery-based sports wagering product. (Page limit 20 pages).

**E. Proposed Economic Development Within the State (All Channels)**

Pursuant to RSA 287-I:3, the Lottery is required to consider the Proposer's contribution to economic development within the State. The Lottery seeks Proposers who are invested in the New Hampshire market and integrate into the community in which they sell their services. Proposers are asked to address in narrative form how they will contribute to economic development within the State. Specifically, Proposers are asked to address how many and what type of jobs will be created within the State, whether Proposer will move any aspect of their company's operations within the State beyond what is essential to conduct the services required in the contract, whether the Proposer anticipates leasing or purchasing space within the State of New Hampshire, and any other activities that will demonstrate a commitment to the communities of New Hampshire. (Page Limit 8 pages).



**F. Describe Your Sports Betting Hardware and Software Solution (All Channels)**

Proposer is asked to provide a description of the hardware and software solution it is proposing to utilize if awarded a contract. Please describe the solution including a detailed description and specifications of the following:

- a. The core betting software including middleware applications and services;
- b. The core betting hardware including servers, middleware servers, firewalls, routers, switches;
- c. Retail hardware and software for tills, kiosks, BYD solutions, cash validators and identity validators on self-service machines, payment card readers (Retail and Lottery Channels only);
- d. Ability of system to balance loads and handle high volume transaction periods;
- e. Sports data feeds utilized, including whether the Proposer intends to contract for official data feeds or utilize alternate data feeds;
- f. Risk Management software;
- g. Business Intelligence solution;
- h. CRM software system;
- i. Bet settlement tools if outside of the core system;
- j. Websites and mobile applications (Mobile only);
- k. Geolocation Services;
- l. Player account manager; if not utilizing the Lottery's existing PAM;
- m. Payment processing services;
- n. Player wallet solution;
- o. Hardware and software solution for creating an independent transaction record with a trusted third party; and
- p. Security measures to ensure confidentiality of wagering information, personal information and financial information.

Proposers should highlight both the customer and back end interface with the system. Specifically, the proposal should highlight how the player will engage the system from sign-on account creation, through payment or deposit, play on the system, and withdrawal. Proposers should also describe the back-end or back office system access that would be available to Lottery and the reporting and monitoring capabilities built into the systems.

Proposers should describe how their solution will be constructed in terms of integration with third-party providers. For each such integration, please identify if the Proposer has integrated with that provider before for the specific services or software being proposed in this solution.

Proposer shall provide GLI or similar certifications, if applicable, for each piece of hardware and software that it will rely on in production. Pursuant to RSA 287-I, all servers which initiate sports wagers must be located within the State of New Hampshire. Proposer will be responsible to validate that bettors are eligible to bet and are within the borders of the State of New Hampshire at the time of each wager and at the time of each deposit or payment based on a wager.

Proposers should highlight the availability of their systems including guaranteed uptime, full system redundancy with completely mirrored hardware and software at the primary and disaster recovery locations; automated and operator prompted failover with no or extremely limited interruption and no loss or corruption of data, transaction level synchronization between primary and disaster recovery programs. Proposers are asked to propose guaranteed service levels for the software and hardware solution.

In addition to a narrative response, Proposers are asked to provide specifications for the hardware and software proposed. (Limit 20 pages, plus attached specifications)

#### **G. Sports Betting Associated Services (All-Channels)**

Proposers should describe how they will provide the services associated with operation of a full scale sports betting environment, including a detailed description of the personnel and processes for each of the following:

- a. Market Creation, Management, and Trading;
- b. Odds Compilation and Management;
- c. Risk Management, including system and manual controls on specific bettors, bet types and bet limits. Proposers should provide a proposed risk management strategy and controls for Lottery's approval while highlighting the ability to change risk management strategies if required;
- d. Bet Settlement;
- e. Project Management;
- f. Customer Relationship Management;
- g. Marketing and Advertising;
- h. Payment Processing;
- i. Customer Service/ Retailer Service and Training; and
- j. Technical/IT Assistance.

Proposers should highlight their capabilities and resources in these defined areas and how they would propose to deploy those capabilities and resources to support New Hampshire sports betting. Proposers should also feel free to highlight additional value-added services that are not specifically identified in this document. (Limit 20 pages)

## H. Compliance (All Channels)

Please provide the Proposer's plan, including any existing policies and procedures for compliance with the following statutory requirements:

- a. Age Verification;
- b. Identity Verification;
- c. Geo-fencing/Geolocation (Mobile Channel Only);
- d. Surveillance plans for sports book locations (Retail Channel Only);
- e. Security mechanisms to ensure confidentiality of wagering and personal information;
- f. Physical and Logical Security for the sports betting platform and physical locations including access control;
- g. Employment and contractor background checks;
- h. Identification of Fraud or Suspicious Activity;
- i. Integrity monitoring and reporting including current membership in integrity monitoring programs and systems;
- j. Security system testing of the sports betting platform;
- k. Third-party auditing of financial transactions within the sports betting platform, including if appropriate, an independent control system;
- l. Identification and blocking of Prohibited Sports Bettors as they are defined by RSA 287-I;
- m. Procedures to prevent past posting of wagers;
- n. Cash reserve policies (Retail Locations);
- o. Anti-Money Laundering policies and procedures;
- p. Internal Revenue Service reporting; and
- q. Segregation of Duties.

In addition to a narrative response addressing these issues, Proposers are asked to provide a current example of house rules or betting rules used by Proposer. Proposers are also requested to submit a preliminary security and internal control report and computer security report as required by RSA 287-I:8. Proposer should feel free to address any other compliance programs or procedures not specifically addressed above. (Limit 20 pages plus attachment of house rules and preliminary reports)

## **I. Responsible Gaming (All Channels)**

Proposer shall identify and describe their proposed responsible gaming practices and controls. Proposer shall provide a detailed explanation of their proposed policies, practices and tools related the following areas:

- a. Underage gaming including processes for age verification in each channel that the Proposer seeks to provide services;
- b. Responsible gaming including identification of problem gaming activity and referral for services;
- c. Self-exclusion including detail on the controls in place to prevent marketing to persons that have self-excluded;
- d. Responsible gaming messaging within the system or betting environments;
- e. Advertising and marketing standards including not targeting underage groups, not targeting marginal or at-risk groups;
- f. Proposed betting and/or deposit limits on a daily/weekly/monthly basis; and
- g. Player protection including imposed gaming breaks, wellness or reality checks.

In addition to a narrative response, Proposer may provide any existing corporate policies relating to Responsible Gaming. (Limit 10 pages plus attachments)

## **J. Accounting System and Auditing (All Channels)**

Proposer will describe their proposed accounting and auditing practices including:

- a. Ability to integrate with the State of New Hampshire financial system;
- b. SSAE compliance;
- c. Programs for properly accounting for gross and net revenues, prize amounts and commissions in order to calculate revenue share percentages agreed to under the contract;
- d. System reporting for financial information consistent with GAAP standards;
- e. Internal control standards for financial transactions including segregation of duties;
- f. W-2G reporting and all other aspects of IRS reporting;
- g. Internal auditing processes; and
- h. Third-party auditing, including SOC II reports.

Additionally, the Lottery wishes to implement a system where bet transactions are sent periodically to a trusted third-party source to allow for reconciliation between the independent bet transaction data and the sports betting platform transaction data. Proposers must submit a solution that is procured by Proposer and does not require hosting or support from the Lottery.

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

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

In conducting this RFP, the Lottery is seeking to make a selection of an agent or agents based on the general principles stated below:

1. The Lottery intends to select one or more entities that have substantial history in similar markets, and are of the highest quality and ethical standard in the gaming industry.
2. The Lottery seeks entities that wish to partner with the Lottery in a collaborative manner. RSA 287-I does not create a “tax and regulate model.” Rather, companies will be working as agents of the Lottery and will be evaluated based on their ability to work with the Lottery in creating and operating the New Hampshire sports betting market.
3. The Lottery seeks agents that propose branding and/or retail spaces that are suited to the New Hampshire market and the State’s aesthetic.
4. The Lottery seeks a partner that is invested in the New Hampshire market and is willing to commit long-term personnel and resources to the State.
5. The Lottery is seeking cutting-edge hardware and software solutions that are flexible and can be adapted as the New Hampshire sports betting market becomes more defined.
6. The Lottery seeks an agent that can work with Lottery in creating and managing an overall market strategy and risk management strategy and that has system tools that allow flexibility in these strategies over the course of the contract.
7. The Lottery is seeking a full suite of sports betting services with ongoing project management that will serve as a bridge between the services and the Lottery.
8. The Lottery is seeking companies that are dedicated to identifying and curbing problem gaming within the State and have processes and tools to address these issues.

Based on the principles set forth by the Lottery, each responsive proposal will be evaluated and considered with regard to the following specific criteria:

#### **I. Company Experience, Resources, Financial Stability (125 points)**

Considering the information provided in response to Section 5, I-III, the Lottery will award points based on:

- a. The overall strength and experience of the company in the sports betting space specifically and the legal gaming space generally;
- b. The past experiences of the company performing similar work in analogous markets paying attention to information gleaned from references;
- c. The financial capacity of the company to perform the work proposed, particularly in light of start-up costs associated with the proposal; and
- d. The quality and experience of the personnel dedicated to the New Hampshire sports betting project.

## **II. Company Integrity and Ethics (100 points)**

Considering the information provided in response to Section 5, IV, Lottery will award points based on:

- a. The criminal history associated with Proposer, affiliated company or subcontractor awarding points to those companies who have provided gaming services without a history of criminal conduct;
- b. History of administrative or regulatory issues with the Proposer's business practices awarding points to those companies that have demonstrated an ability to operate in regulated jurisdictions without incurring penalties, fees, fines or other administrative or regulatory actions; and
- c. The absence of conflicts of interest or the identification and appropriate management of any potential or real conflicts of interest.
- d. History of contract issues with clients including damages, penalties or terminations awarding points to those companies that demonstrate the ability to comply with contract provisions.

Negative histories in these areas will be cause for the Lottery to not award points for this section. Lottery advises Proposers that it may conduct independent research in these areas to validate the claims made in the proposal.

## **III. General Design and Implementation of the Sports Betting Product (150 points)**

Considering the information provided in Section 5B for Mobile Channel, Section 5C for Retail Channel and Section 5D for Lottery Channel, Lottery will award points based on:

- a. The fit of the proposed skin and branding for the New Hampshire market. While a brand need not be New Hampshire specific, Proposer should identify the rationale for selecting the brand for this market based on market research, local aesthetic or existing brand strength in the market;
- b. Understanding of the New Hampshire market in the proposal. The Lottery will evaluate whether Proposer provided a rationale for marketing, player acquisition and locations of retail shops that demonstrate an intelligent approach to the New Hampshire market. With respect to retail shops, points will be awarded based on the design of the retail sports book facilities as first-class entertainment venues with modern commercially appealing design and décor as well as demonstrating functionality for sports bettors;
- c. Flexibility of the Proposer to adjust the sports betting product during the lifetime of the contract;
- d. The ability to successfully leverage existing Lottery resources and the State's existing gaming infrastructure;
- e. General strength of the proposed sports betting product, including the Proposer's understanding of the unique challenges and opportunities with each channel that is being proposed; and
- f. Ability to align sports betting in a manner that supports and enhances existing Lottery products, including use of a single sign-on for iLottery and sports betting, if appropriate.

#### **IV. Economic Development in New Hampshire (100 points)**

Considering the information provided in Section 5E, Lottery will award points based on:

- a. Personnel and operations which will be located in New Hampshire, with a particular emphasis on high level or multi-jurisdictional operations that will be located in the State;
- b. Investment in retail and office space in New Hampshire including the potential to co-locate Lottery employees in the company's space. For companies that already have locations or personnel within the State, only additional investments and personnel will be awarded in this section; and
- c. Other commitments and investments to the well-being and health of the New Hampshire community.

#### **V. Strength of the Sports Betting Hardware and Software Solutions (175 points)**

Considering the information provided in Section 5F, Lottery will award points based on:

- a. The strength of the core betting software product including ease of use for player and Lottery, flexibility of software system, speed and accuracy of the betting platform in setting and adjusting odds before and during an event. Particular emphasis will be given to the reliability, redundancy and stability of the system and network architecture;
- b. The central system hardware and networking infrastructure. The Lottery strongly prefers a solution that is entirely vendor hosted and supported with no requirement for the Lottery to host or support hardware or software;
- c. End user hardware and software solutions, including websites, apps, self-service terminals and kiosks, tills, BYD hardware and software;
- d. Software programs that support the ancillary sports betting services including, but not limited to, odds creation and management and risk management; and
- e. For any account-based wagering proposed, the full-service solution including player account management and player wallet solution or integration with Lottery's existing services, built-in compliance and responsible gaming (RG) tools and payment processing solutions.

#### **VI. Strength of the Proposer's Sports Betting Services (175 points)**

Considering the information provided in Section 5G, Lottery will award points based on:

- a. Proposer's strength in event creation in terms of number and consumer appeal, odds compilation and management, risk management and bet settlement. Particular attention will be given to the Proposer's risk management strategies and the ability to be flexible in their risk management approach through the use of technology or manual processes;
- b. Proposer's technological and human resources in trading services including the ability to handle live markets with particular attention provided to the speed and accuracy of the data feeds utilized by traders and the core betting system;
- c. Proposer's dedication to strong project management for the New Hampshire project including the strength of any proposed candidates for that position that are identified in the proposal;

- d. Proposer's plan and budget for marketing/advertising, customer acquisition and retention. This includes the ability to market to Proposer's current player database, if any, and the New Hampshire player database; and
- e. Customer support services including call center, IT support and payment processing.

**VII. Proposer's Compliance Program (75 points)**

Considering the information provided in Section 5H, Lottery will award points based on:

- a. Understanding the compliance requirements set forth in RSA 287-I and general industry standards;
- b. Overall compliance program including the technical support for age verification, identity verification, geolocation, fraud monitoring, AML practices;
- c. Security program for all areas proposed including retail, physical, data center and virtual environment; and
- d. System controls and compliance tools embedded in the software and hardware solutions and how those tools are augmented with manual controls.

**VIII. Responsible Gaming (75 points)**

Considering the information provided in Section 5I, Lottery will award points based on:

- a. Proposer's overall commitment to responsible gaming practices with an emphasis on the Proposer's experience in developing and implementing policies and messaging in other jurisdictions;
- b. Established technical solutions for responsible gaming embedded in the proposed software solutions including but not limited to self-exclusion functionality, bet limits, wellness checks, financial health checks, cooling-off periods; and
- c. Relationships with independent responsible gaming groups or providers including a description of Proposer's relationship with those entities.

**IX. Accounting and Audit Program (25 points)**

Considering the information provided in Section 5J, Lottery will award points based on:

- a. Proposer's plan and technical capabilities to establish a financial recording and reporting structure that will provide the Lottery a means of monitoring and auditing sports betting financial transactions;
- b. Proposer's internal and external auditing programs;
- c. Ability to ensure compliance with all IRS reporting requirements; and
- d. Ability to push transaction data to a trusted third-party to enable reconciliation with the transaction data on the central betting system. Proposers will be evaluated based on their ability to propose and implement a solution that does not require hosting or support by the Lottery.



Pursuant to RSA 287-I, this RFP will be a multi-step process. The proposals requested in this document will be considered the "technical proposal." No price proposals will be requested at this time. All responsive technical proposals will be evaluated as set forth in this RFP. Based on the scoring, Lottery will identify the best technical proposals in each channel and will invite a select number of Proposers for oral interviews and product demonstrations. Following oral interviews, Lottery will ask for price proposals from select Proposers. If Lottery determines to make an award after review of price proposals, Lottery will issue an "intent to negotiate" notice to the selected Proposers. Should the Lottery be unable to reach agreement with the selected Proposer(s) during contract discussions, Lottery may then undertake contract discussions with the next preferred Proposer and so on; or Lottery may reject all proposals, cancel this RFP, or solicit new proposals under a new acquisition process.

As detailed above, Lottery will use a scoring scale of 1000 points, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
<b>Company Experience, Resources, Financial Stability</b>	125
<b>Company Integrity and Ethics</b>	100
<b>Design and Implementation of the Sports Betting Product</b>	150
<b>Economic Development in New Hampshire</b>	100
<b>Strength of the Sports Betting Hardware and Software Solutions</b>	175
<b>Strength of the Proposer's Sports Betting Services</b>	175
<b>Proposer's Compliance Program</b>	75
<b>Responsible Gaming</b>	75
<b>Accounting and Audit Program</b>	25
<b>TOTAL POTENTIAL MAXIMUM POINTS AWARDED</b>	1000

*Remainder of this page intentionally left blank.*

## **B. Planned Evaluations**

Lottery 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 interviews and Product Demonstrations by invitation to select Proposers;
- Final Evaluation of Technical Proposals and scoring;
- Invitation to present Price Proposals to select Proposers;
- Review of Price Proposals and final scoring; and
- Select the highest scoring Proposer(s) and begin contract negotiation.

## **C. Initial Screening**

Lottery 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. Lottery 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. Preliminary Technical Scoring of Proposals**

Lottery will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Only those Proposers who are considered best qualified will be invited to participate in the remainder of the RFP process.

## **E. Oral Interviews and Product Demonstrations**

Proposers may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. Lottery retains the sole discretion to determine whether to conduct oral interviews, with which Proposers and the number of interviews. Proposers are advised that the Lottery may conduct interviews with less than all responsive Proposers.

The purpose of oral interviews and product demonstrations 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 and product demonstrations. Lottery 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.

#### **F. Final Technical Scoring of Proposals**

Following oral interviews, product demonstrations, reference checks, and/or review of written clarifications of proposals requested by Lottery, the evaluation team will determine a final score for each Technical Proposal.

#### **G. Price Proposal Review**

Upon completion of scoring of the Technical Proposal, the Lottery will invite a select number of the best qualified Proposers to offer a Price Proposal.

Proposers are advised that **this is not a low bid/high bid award** and that only those Proposers who are deemed best qualified on the basis of their Technical Proposal will be invited to submit a Price Proposal.

#### **H. Final Selection**

The Lottery will, after final approval by the Lottery Commission, conduct a final selection for each channel based on the evaluation of the proposals and begin contract negotiations with the selected Proposer(s).

#### **I. Rights of Lottery in Accepting and Evaluating Proposals**

Lottery 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 Lottery's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time;
- Request a Best and Final Offer from a select number of best qualified Proposers, if in the opinion of the Lottery, it is in the best interest of the State. Proposers are advised that due to the timeframe of this RFP process, a Best and Final Offer may not be conducted and therefore, Proposers are advised to submit their most competitive "price" if invited to submit a Price Proposal.
- Open contract discussions with the next highest scoring Proposer and so on, if the Lottery is unable to reach an agreement on contract terms with the preferred Proposer(s).

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

### **A. RFP Addendum**

Lottery 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, Lottery, 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 Lottery from obtaining the best possible competitive Proposal.

### **C. Property of Lottery**

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 Lottery 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, Lottery 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 and Executive Council pursuant to this RFP, Lottery will post the name and rank or score of each Proposer. In the event that the Contract does not require Governor and Executive Council approval, Lottery 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. Lottery 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. Lottery will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to Lottery to view portions of a Proposal that the Proposer has properly and clearly marked confidential, Lottery will notify the Proposer of the request and of the date Lottery 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, Lottery may release the requested information on the date specified in Lottery's notice without any liability to the Proposers.

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

Notwithstanding any other provision of this RFP, this RFP does not commit Lottery to award a Contract. Lottery 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 Lottery 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 Lottery 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.

*Remainder of this page intentionally left blank.*

## **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 term of the contract for the Mobile and Retail Channels will be six years. These contracts may be extended by two additional terms of two years each at the sole option of the Lottery. The term of the contract for the Lottery Channel will be five years with no options for extension except for emergency extensions as provided for in the contract.

Lottery will require the successful Proposer to execute a contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix C as may be amended during contract negotiations. Lottery may consider modifications of this contract 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. Lottery will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If Lottery accepts a Proposer's exception Lottery 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.

<End>

## **Appendix A: RSA 287-I**



CHAPTER 215  
HB 480-FN - FINAL VERSION

19Mar2019... 0974h  
05/15/2019 1974s  
05/30/2019 2196s  
05/30/2019 2396s

19-0211  
08/03

STATE OF NEW HAMPSHIRE

*In the Year of Our Lord Two Thousand Nineteen*

AN ACT relative to sports betting.

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

1 215:1 New Chapter; Sports Betting. Amend RSA by inserting after chapter 287-H the  
2 following new chapter:

3 CHAPTER 287-I  
4 SPORTS BETTING

5 287-I:1 Definitions. For the purposes of this chapter these words shall have the  
6 following meaning:

7 I. "Agent" means a party who is authorized by contract or agreement with the  
8 commission to conduct a sports book.

9 II. "Authorized sports bettor" means an individual 18 years of age or older who is  
10 physically present in the state of New Hampshire when placing a sports wager with the  
11 commission or an authorized agent of the commission and is not a prohibited sports  
12 bettor.

13 III. "Collegiate sports event" means a sports or athletic event participated in or  
14 offered or sponsored by a public or private institution that offers educational services  
15 beyond the secondary level.

16 IV. "Commission" means the lottery commission.

17 V. "Director" means the executive director of the lottery commission or designee.

18 VI. "High school sports event" means a sports or athletic event participated in or  
19 offered or sponsored by a public or private institution that offers educational services at  
20 the secondary level.

21 VII. "In-play sports wager" means a sports wager on a sports event after the  
22 sports event has begun and before it ends.

23 VIII. "Mobile sports wagering platform" means the combination of hardware,  
24 software, and data networks used to manage, administer, record, and/or control sports  
25 wagers.

26 IX. "Professional sports event" means an event at which 2 or more persons  
27 participate in a sports or athletic event and receive compensation in excess of actual  
28 expenses for their participation in such event.

**CHAPTER 215  
HB 480-FN - FINAL VERSION**

**- Page 2 -**

1           X. "Prohibited sports bettor" means:

2           (a) Any member or employee of the commission and any spouse, child, sibling,  
3 or parent residing in the same household as a member or employee of the commission.

4           (b) Any principal or employee of any agent.

5           (c) Any contractor of the commission or its agents when such contract relates  
6 to the conduct of sports wagering.

7           (d) Any contractor or employee of an entity that conducts sports wagering in  
8 another jurisdiction when the bettor possesses confidential nonpublic information as a  
9 result of his or her contract or employment relating to the wager being placed.

10          (e) Any amateur or professional athlete if the sports wager is based in whole  
11 or part on a sport or athletic event overseen by the athlete's governing sports body.

12          (f) Any sports agent, owner, or employee of a team, player, umpire, referee,  
13 coach, union official, or official of a sports governing body if the sports wager is based in  
14 whole or part on a sport or athletic event overseen by the governing body which  
15 oversees the individual's sport.

16          (g) Any individual placing a wager as an agent of or proxy for a prohibited  
17 sports bettor.

18          (h) Any person under the age of 18.

19          XI. "Prohibited sports event" means:

20          (a) A collegiate sports event in which one of the participants is a collegiate  
21 team of a college institution that is primarily located in New Hampshire;

22          (b) A collegiate sports event that takes place in New Hampshire;

23          (c) Any high school sports event in any location;

24          (d) Any amateur sports event where the participants are primarily under the  
25 age of 18; provided that "prohibited sports event" does not include the games of a  
26 collegiate sports tournament in which a New Hampshire college team participates, nor  
27 does it include any games of a collegiate sports tournament that occurs outside New  
28 Hampshire even though some of the individual games or events are held in New  
29 Hampshire; and provided further that sports wagers are permitted on collegiate sports  
30 tournament games in which a New Hampshire college team participates only if the  
31 outcome of the wager is based on the outcome of all games within the tournament.

32          XII. "Sports governing body" means the organization that prescribes final rules  
33 and enforces codes of conduct with respect to a sporting event and participants therein.

34          XIII. "Sports book" means the business of accepting wagers on any sports event  
35 by any system or method of wagering.

36          XIV. "Sports wager" means cash or cash equivalent paid by an individual to  
37 participate in sports wagering.

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 3 -**

1           XV. "Sports wagering" means wagering on sporting events or any portion thereof,  
2           or on the individual performance statistics of athletes participating in a sports event, or  
3           combination of sports events, by any system or method of wagering, including but not  
4           limited to in person communication and electronic communication through Internet  
5           websites accessed via a mobile device or computer and mobile device applications. The  
6           term sports wagering shall include, but not be limited to, single game bets, teaser bets,  
7           parlays, over-under bets, money line bets, pools, exchange wagering, in game wagering,  
8           in-play bets, proposition bets, and straight bets.

9           XVI. "Tier I sports wager" means a sports wager that is placed before the start of  
10           the sports event and is determined solely by the final score or final outcome of that  
11           single sports event.

12           XVII. "Tier II sports wager" means an in-play sports wager.

13           XVIII. "Tier III sports wager" means a sports wager that is neither a tier I or tier  
14           II wager.

15           287-I:2 Sports Book Authorized. The commission is authorized to operate a sports  
16           book for the purposes of accepting and paying sports wagers by authorized bettors  
17           within the state in conformance with the requirements of this chapter.

18           287-I:3 Commission Agents. The commission shall conduct sports books for sports  
19           wagering through agents selected through a competitive bid process and approved by  
20           the governor and executive council. Any such contract shall be based on the state  
21           receiving a percentage of revenue from sports wagering activities within the state. The  
22           commission shall ensure that an agent demonstrates financial stability, responsibility,  
23           good character, honesty, and integrity. In selecting an agent, the commission shall  
24           consider, at a minimum, the experience and background of the agent, the agent's ability  
25           to serve proposed locations for sports book retail operations, the agent's mobile and  
26           Internet capabilities, the agent's contribution to economic development within the state,  
27           the agent's commitment to prevention of problem gambling, to responsible gaming, and  
28           to integrity in betting. The commission shall select a group of bidders who best meet the  
29           criteria set forth in this paragraph and select from that group the agents whose bids  
30           provide the state with the highest percentage of revenue from the sports wagering  
31           activities covered by the bids, provided that the commission determines that the  
32           bidder's commitment to return said revenue percentage to the state is consistent with  
33           the bidder's commitment to meet all other criteria specified in the bid request and in  
34           applicable law. All agents shall be subject to criminal and financial background checks  
35           as prescribed by the commission.

36           287-I:4 Commission Directed Sports Wagering. The commission is further authorized  
37           to directly offer lottery games to authorized bettors within the state in the form of tier

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**

- Page 4 -

1 III sports wagers through the commission's lottery retailers subject to the provisions of  
2 this chapter. The commission may retain vendors to support the commission in  
3 operating a sports book and such vendors shall be selected through a competitive bid  
4 process and approved by the governor and executive council.

5 287-I:5 Sports Book Retail Operations. The commission and its agents are further  
6 authorized to operate physical sports book retail locations within the state for the  
7 purposes of accepting tier I and tier III sports wagers from authorized bettors and  
8 paying prizes relating to those wagers. The sports book retail locations may be co-  
9 located with other commercial businesses or general commercial retail locations. No  
10 more than 10 sports book retail locations may be in operation at any given time.

11 287-I:6 Local Option for Operation of Sports Book Retail Locations.

12 I. Any town or city may allow the operation of a sports book retail location  
13 according to the provisions of this subdivision, in the following manner, excepting that  
14 nothing in this section shall be construed to prohibit Internet or mobile wagering or  
15 lottery games involving tier III sports wagers in the jurisdiction, if so authorized by the  
16 passage of this statute.

17 (a) In a town, the question shall be placed on the warrant of an annual town  
18 meeting under the procedures set out in RSA 39:3, and shall be voted on a ballot. In a  
19 city, the legislative body may vote to place the question on the official ballot for any  
20 regular municipal election, or, in the alternative, shall place the question on the official  
21 ballot for any regular municipal election upon submission to the legislative body of a  
22 petition signed by 25 of the registered voters.

23 (b) The selectmen, aldermen, or city council shall hold a public hearing on the  
24 question at least 15 days but not more than 30 days before the question is to be voted on.  
25 Notice of the hearing shall be posted in at least 2 public places in the municipality and  
26 published in a newspaper of general circulation at least 7 days before the hearing.

27 (c) The wording of the question shall be substantially as follows: "Shall we  
28 allow the operation of sports book retail locations within the town or city?"

29 II. If a majority of those voting on the question vote "Yes", sports book retail  
30 locations may be operated within the town or city.

31 III. If the question is not approved, the question may later be voted upon  
32 according to the provisions of paragraph I at the next annual town meeting or regular  
33 municipal election.

34 IV. A municipality that has voted to allow the operation of sports book retail  
35 locations may consider rescinding its action in the manner described in paragraph I of  
36 this section.

37 V. An unincorporated place may allow the operation of a physical sports book

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 5 -**

1 retail location by majority vote of the county delegation, after a public hearing is held.

2 VI. The commission shall maintain a list of municipalities where sports book  
3 retail locations may be placed into operation.

4 287-I:7 Mobile Sports Wagering Authorized. The commission and its agents are  
5 authorized to operate a sports books that offer tier I, tier II, and tier III sports wagers  
6 through a mobile sports wagering platform by mobile devices or over the Internet. No  
7 more than 5 mobile sports wagering agents shall be in operation at any given time. With  
8 respect to mobile sports wagering, the commission, either independently, or through its  
9 agent, shall provide:

10 I. Age verification measures to be undertaken to block access to and prevent  
11 sports wagers by persons under the age of 18 years.

12 II. Identity verification through secure online databases or by examination of  
13 photo identification.

14 III. That mobile sports wagers must be initiated and received within the  
15 geographic borders of the state of New Hampshire and may not be intentionally routed  
16 outside of the state. The incidental intermediate routing of mobile sports wager shall  
17 not determine the location or locations in which such a wager is initiated, received, or  
18 otherwise made.

19 IV. Wager limits for daily, weekly, and monthly amounts consistent with the best  
20 practices in addressing problem gambling.

21 V. A voluntary self-exclusion program for players to self-exclude themselves from  
22 wagering for set periods of time.

23 VI. Security mechanisms to ensure the confidentiality of wagering and personal  
24 and financial information except as otherwise authorized by this chapter.

25 287-I:8 Sports Wagering Supervision. The commission shall create a division of  
26 sports wagering which will be responsible for ensuring compliance with the  
27 requirements of this chapter and any rules promulgated by the commission in  
28 accordance with the authorities granted under this chapter. In addition, the division,  
29 under the direction of the director and commission, shall ensure that the commission's  
30 agents and vendors comply with the following obligations:

31 I. Each agent or vendor engaged in sports wagering shall submit a security and  
32 internal control report for the division's review and approval prior to conducting any  
33 sports wagering within the state and every year thereafter. This report shall address all  
34 aspects of security and controls including physical security, personnel security, and  
35 computer systems security including:

36 (a) Surveillance plans for all retail sports book locations, including  
37 surveillance coverage and direct access for the commission to the surveillance system.

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 6 -**

- 1           (b) User access controls for sports book personnel.
- 2           (c) Segregation of duties within the sports book.
- 3           (d) Employment background checks and policies.
- 4           (e) Automated and manual risk management procedures.
- 5           (f) Procedures for identifying and reporting fraud and suspicious conduct.
- 6           (g) Procedures to establish connectivity with monitoring services and/or
- 7 sports governing bodies relating to suspicious activity.
- 8           (h) Any and all monitoring systems utilized by the agents or vendor to report
- 9 and receive information on suspicious betting activities.
- 10          (i) Systems and procedures to prevent prohibited sports bettors from placing
- 11 wagers.
- 12          (j) Description of anti-money laundering compliance standards.
- 13          (k) Descriptions of all integrated third-party systems or components and the
- 14 security procedures relating to those systems.
- 15          II. For each wagering computer system used to conduct sports wagering,
- 16 including all mobile sports wagering platforms within the state, the agent or vendor
- 17 providing such system shall provide a detailed computer system security report to be
- 18 approved by the commission prior to the acceptance of wagers and each year thereafter.
- 19 The report shall address the issues set forth in the security and internal control report
- 20 along with the following:
- 21          (a) Documented system security testing performed by a licensed third-party
- 22 contractor approved by the commission;
- 23          (b) A description of all software applications that comprise the system;
- 24          (c) A procedure for third-party auditing of financial transactions received by
- 25 the system;
- 26          (d) A description of all types of wagers supported by the system;
- 27          (e) Unique identification and verification systems for wagers;
- 28          (f) Procedures to prevent past posting of wagers;
- 29          (g) A list of data recorded relating to each wager;
- 30          (h) System redundancy to ensure recording of wagers during a system outage;
- 31          (i) A mechanism to provide read only access to the commission to the back
- 32 office system for the purposes of reviewing and auditing wagering activities;
- 33          (j) Integration with an independent control system to ensure integrity of
- 34 system wagering information;
- 35          (k) Capabilities for canceling existing wagers, freezing or suspending
- 36 wagering across the platform, or for specific events; and
- 37          (l) Any other issue identified by the division upon review of the proposed

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 7 -**

1 gaming system.

2 III. Each agent engaged in sports wagering shall submit house rules for the  
3 division's review and approval prior to conducting any sports wagering within the state  
4 and every year thereafter. These house rules shall include at a minimum:

5 (a) The method for calculation and payment of winning wagers.

6 (b) The effect of schedule changes for a sports event.

7 (c) The method of notifying bettors of odds or proposition changes.

8 (d) Acceptance of wagers at terms other than those posted.

9 (e) Expiration dates for winning tickets.

10 (f) Circumstances under which the agent will void a bet.

11 (g) Treatment of errors, late bets, and related contingencies.

12 (h) Method of contacting the agents or vendor for questions or complaints.

13 (i) Description of those persons who are prohibited from wagering with the  
14 agents or contractor if broader than the prohibited bettors list set forth in this section.

15 (j) The method and location for posting and publishing the approved house  
16 rules.

17 IV. Each agent or vendor engaged in sports wagering shall submit accounting  
18 controls for the division's review and approval prior to conducting any sports wagering  
19 within the state and every year thereafter. These accounting controls shall include at a  
20 minimum:

21 (a) A process for documenting and verifying beginning of day cash balance;

22 (b) Processes for recording collection of wagers, payment of wagers, and  
23 cancellation of wagers issued;

24 (c) Processes for handling cash within sports book retail locations including  
25 segregation of duties related to counting and storage of cash; and

26 (d) The establishment of a segregated account related to New Hampshire  
27 sports wagering activities.

28 V. The commission's agents shall submit a responsible gaming plan for the  
29 division's review and approval prior to conducting any sports wagering within the state  
30 and every year thereafter. This plan should include identification of posting and  
31 materials related to problem gaming, resources to be made available to bettors  
32 expressing concerns about problem gaming, house imposed player limits, and self-  
33 exclusion programs.

34 VI. The commission's agents shall maintain a cash reserve available to pay  
35 wagers as determined by the commission.

36 VII. The commission's agents or vendor shall not accept any wager on a sports  
37 event unless it has received approval from the commission to conduct that type or

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 8 -**

1 category of wager. A type of wager refers to the method of determining the outcome of  
2 the wager. The category refers to the kind of event being wagered on. The commission  
3 shall approve wager categories and types in a reasonable time frame. Once a particular  
4 category or wager type is approved for its first use it may be used on multiple events  
5 without further approval.

6 VIII. The commission shall only approve wagers on categories of events where:

- 7 (a) The outcome can be verified;  
8 (b) The outcome can be generated by a reliable and independent process; and  
9 (c) The event is conducted in conformity with applicable laws.

10 IX. Wagers made under this section shall be made with:

- 11 (a) Cash;  
12 (b) Cash equivalent;  
13 (c) PayPal;  
14 (d) Debit card;  
15 (e) ACH;  
16 (f) Promotional funds; and  
17 (g) Any other means approved by the executive director.

18 X. Any agent or contractor who sends or receives electronic sports wagers is  
19 responsible to ensure that any transfer of that wager is initiated and received and  
20 completed within the state of New Hampshire and that only incidental intermediate  
21 routing of the wager occurs outside of the state. The agent and contractor shall be  
22 responsible for periodically reviewing their information technology systems and  
23 networks to ensure compliance with this section.

24 287-I:9 Proceeds to Education Fund. The proceeds received by the commission from  
25 sports wagering, less the administrative costs of the commission, prizes paid, and  
26 payments for problem gambling services, shall be deposited in the education trust fund  
27 established in RSA 198:39.

28 287-I:10 Limitations on Sports Wagers. The commission and its agents are  
29 prohibited from the following activities:

30 I. Accepting or making payment relating to sports wagers made by prohibited  
31 sports bettors.

32 II. Accepting sports wagers on prohibited sports events.

33 III. Accepting sports wagers from persons who are physically outside of the state  
34 of New Hampshire at the time of the sports wager.

35 287-I:11 Disclosure of Data Source. The commission and agents shall publicly  
36 disclose the source of the data that will be used to determine the outcome of a tier II or  
37 tier III wager.



CHAPTER 215  
HB 480-FN - FINAL VERSION  
- Page 9 -

1       287-I:12 Risk Management. The commission's agents may take any risk management  
2 strategies as authorized by the director.

3       287-I:13 Maintaining Sports Integrity. The commission and agents may participate  
4 in national and international monitoring services and associations and may share  
5 betting information with those entities and sports governing bodies in order to ensure  
6 the integrity of sports wagers and sports events. The director may restrict, limit, or  
7 exclude wagering on a sports event if he or she determines that such an action is  
8 necessary to ensure the integrity of the sports book.

9       287-I:14 Financial Reports. The commission may seek financial and compliance  
10 reports from its agents periodically and may conduct audits of these reports to ensure  
11 that the state receives the agreed upon revenue sharing proceeds.

12       287-I:15 Compliance Reviews. The commission shall retain oversight of its agents to  
13 ensure that all sports wagering activities are conducted in accordance with this statute  
14 and any rules adopted by the commission.

15       287-I:16 Fantasy Sports Exempted. Nothing in this chapter shall apply to fantasy  
16 sports contests authorized pursuant to RSA 287-H.

17       287-I:17 Rulemaking. The commission shall adopt rules, pursuant to RSA 541-A,  
18 relative to the operation, conduct, location, and oversight of sports books. The  
19 commission may enact emergency rules, which will take effect upon approval.

20       215:2 Bets Void. Amend RSA 338:2 to read as follows:

21       338:2 Bets Void. *Except as authorized by the lottery commission*, all bets and wagers  
22 upon any question where the parties have no interest in the subject except that created  
23 by the wager are void; and either party may recover any property by him *or her*  
24 deposited, paid, or delivered upon such wager or its loss, and repel any action brought  
25 for anything, the right or claim to which grows out of such bet or wager.

26       215:3 Education Trust Fund; Sports Betting Added. Amend RSA 198:39, I(k) to read  
27 as follows:

28               (k) Funds collected and paid over to the state treasurer by the lottery  
29 commission pursuant to RSA 284:44, [and] RSA 284:47, *and RSA 287-I*.

30       215:4 New Subparagraph; Gambling; Exceptions. Amend RSA 647:2, V by inserting  
31 after subparagraph (e) the following new subparagraph:

32               (f) Sports wagering as defined by RSA 287-I:1, XV.

33       215:5 New Chapter; Council for Responsible Gambling. Amend RSA by inserting  
34 after chapter 338-A the following new chapter:

CHAPTER 338-B

COUNCIL FOR RESPONSIBLE GAMBLING

35  
36  
37       338-B:1 Definitions. In this chapter, "council" means the council for responsible

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 10 -**

1 gambling.

2       338-B:2 Statement of Purpose. Education, prevention, and treatment relating to  
3 gambling disorders are an integral part of a responsible gaming environment within the  
4 state.

5       338-B:3 Establishment. There is established the council for responsible gambling  
6 which shall promote education, prevention, and treatment of problem gambling within  
7 the state.

8       338-B:4 Membership.

9           I. The council shall consist of 5 members appointed by the governor and  
10 executive council and shall be qualified in the field of addiction or mental health  
11 services with a focus on problem gambling and shall be residents of the state. A member  
12 may be removed by the governor and executive council only for cause shown in  
13 accordance with RSA 4:1. The members shall elect one of their number as chairperson.  
14 Three members of the council shall constitute a quorum.

15           II. Members shall serve 3 year terms and until their successors are appointed;  
16 provided that for the initial appointments only, one member shall be appointed to a term  
17 of one year, 2 members shall be appointed to a term of 2 years and 2 members shall be  
18 appointed to a term of 3 years. Any vacancy shall be filled for the unexpired terms.

19           III. Members of the council shall receive mileage at the rate of state employees  
20 when attending meetings of the council or performing duties on behalf of the council.

21       338-B:5 Powers and Duties. The council shall have the authority to enter into grants  
22 and contracts for the purposes of furthering education, prevention, and treatment of  
23 problem gambling within the state.

24       338-B:6 Report of the Council. The council shall submit a biennial report to the  
25 governor and executive council on or before October 1 of each even-numbered year. The  
26 report shall include a description of the council's activities including a financial report  
27 for the relevant time period.

28       338-B:7 Administrative Attachment. The council shall be administratively attached  
29 to the lottery commission in accordance with RSA 21-G:10. In addition to the support  
30 provided to an administratively attached agency, the lottery commission shall also  
31 provide the following to the council:

32           I. Funding in an amount not to exceed \$250,000 per fiscal year to conduct the  
33 activities prescribed by this chapter. In accordance with the purpose of this chapter,  
34 these payments shall be considered administrative expenses of the lottery commission as  
35 set forth in RSA 284:21-j.

36           II. Meeting and office space as reasonably required by the council to conduct the  
37 activities prescribed by this chapter.

**CHAPTER 215**  
**HB 480-FN - FINAL VERSION**  
**- Page 11 -**

- 1           **III. Personnel as reasonably required by the council to conduct activities**  
2 **prescribed by this chapter, except that the lottery commission may charge the council**  
3 **for use of such personnel pursuant to an agreement between the lottery commission and**  
4 **the council.**
- 5           **215:6 Effective Date. This act shall take effect upon its passage.**

**Approved: July 12, 2019**  
**Effective Date: July 12, 2019**

## **Appendix B: Transmittal Letter**

**STATE OF NEW HAMPSHIRE PROPOSAL TRANSMITTAL LETTER**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Charles McIntyre, Executive Director  
Telephone: (603) 271-3391  
Fax: (603) 271-1160  
Email: Charles.McIntyre@lottery.nh.gov

RE: Proposal Invitation Name: **SPORTS WAGERING SYSTEM AND SERVICES**

RFP Number: **LOT 2020-01**

Proposal Due Date and Time: **September 16, 2019 at 4:00 p.m.**

[Insert name of signor] \_\_\_\_\_, on behalf of [insert name of entity submitting Proposal] \_\_\_\_\_ (collectively referred to as "Vendor") hereby submits the written Proposal submitted herewith ("Proposal") to the State of New Hampshire in response to RFP #LOT 2020-01 for SPORTS WAGERING SYSTEM AND SERVICES Contract(s).

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Proposal.
2. The Vendor has not altered any of the language or other provisions contained in the Proposal document.
3. The Proposal is effective for a period of 180 days from the Proposal Opening date as indicated above.
4. The Proposal was established without collusion with other vendors.
5. The Vendor has read and fully understands this Proposal.
6. Further, in accordance with RSA 21-1:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past two (2) years, been convicted of, or pleaded guilty to, a violation of RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified Proposal practices, or involving antitrust violation, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing of a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past two (2) years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the Department of Labor, the Department of Employment Security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the

requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;

- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21:-l:11-c within the past year.

Authorized Signor's Signature \_\_\_\_\_

Authorized Signor's Title \_\_\_\_\_

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2019 personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

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.

My commission expires: \_\_\_\_\_ (Date)

# **Appendix C: Standard Terms and Conditions**

## **SECTION 1 – GENERAL PROVISIONS**

**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**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Lottery Commission		1.2 State Agency Address 14 Integra Drive Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Charles R. McIntyre, Executive Director		1.10 State Agency Telephone Number 603-271-3391	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: _____		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i>  By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

**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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. 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.

**24. 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 relating hereto.

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

**SECTION 2 –GENERAL TERMS AND CONDITIONS**

**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through the New Hampshire Lottery Commission (“State” or “Lottery”), and Full Contractor Name a State Name Type of business formation (“Contractor”), having its principal place of business at Business Address, City, State, Zip.

The general scope of the project is to provide a full service sports betting solution as proposed by Contractor in response to New Hampshire Lottery Commission RFP LOT 2020-01 “Sports Wagering Systems and Services.”

**2.1 Incorporation of Documents**

This Agreement consists of the following, which are incorporated by reference and which together with any and all amendments hereto, is hereafter referred to as the “Agreement”:

- A. State of NH Form P37; and
- B. Part 2 –General Terms and Conditions; and
- C. The Exhibits to this Contract, which are attached as noted:

Exhibit A	Scope of Work
Exhibit B	Payment Terms
Exhibit C	Special Provisions
Exhibit D	<u>Choose an item</u>
Exhibit E	<u>Choose an item</u>
Exhibit F	<u>Choose an item</u>

- D. The following documents and materials are incorporated herein by reference, and the parties acknowledge receipt of true and complete copies of the same:
  - i. State of New Hampshire Lottery Commission RFP LOT 2020-01 “Sports Wagering Systems and Services
  - ii. Contractor’s Proposal Response to RFP LOT 2020-01 “Sports Wagering Systems and Services dated \_\_\_\_\_

**2.2 Order of Precedence**

In the event of a conflict among any of the provisions in this agreement, following Order of Precedence shall apply:

- a. The documents identified in Section 2.1, A;
- b. The documents identified in Section 2.1, B;

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

- c. The documents identified in Section 2.1, C;
- d. The documents identified in Section 2.1, D, i;
- e. The documents identified in Section 2.1, D, ii.

**2.3 Timing of the Work**

Contractor shall commence work upon issuance of a Notice to Proceed by the Lottery. Time is of the essence in the performance of Contractor's obligation under the contract.

**2.4 Non-Exclusive Contract**

The Lottery reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other Lottery vendors performing services which relate to the work or deliverables set forth in the Agreement.

**2.5 Contract Term**

The term of this Agreement shall be as set forth in Part I, Section 1.7: *Completion Date*. The Lottery may exercise an option (based on contract type as defined in the RFP).

**2.6 Change of Ownership**

In the event that Contractor should change more than 50% of ownership for any reason whatsoever that results in a change of control of the Contractor, the Lottery shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining term of the Agreement;
- b. continuing under the Agreement with Contractor, its successors or assigns for such period of time as determined necessary by the Lottery; or
- c. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**2.7 Notices**

All legal notices under this Agreement shall be served or given only by registered or certified mail, except in cases of emergency, in which case, they shall be confirmed by registered or certified mail, and, if intended for the Lottery shall be addressed to the individual set forth in Section 1.9: *Contracting Officer for State Agency* at the address set forth in Section 1.2: *State Agency Address* and if intended for the Contractor shall be addressed to the individual set forth in Section 1.12: *Name and Title of Contractor Signatory* at the address set forth in Section 1.4: *Contractor Address*.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**2.8 Waiver of Breach**

In addition to the provisions set forth in Part I, Section 16 of the contract, no failure by the Lottery to enforce any of the provisions in this Agreement shall be deemed a waiver of its rights under this Agreement.

**2.9 Partial Invalidity**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**2.10 Entire Agreement**

This document constitutes the entire agreement and understanding between the parties, and supersedes all prior contracts and understandings, whether oral or written, pertaining to the Project.

**2.11 Governing Law, Venue and Jurisdiction**

As set forth in Part I, Section 19, this agreement shall be construed in accordance with the laws of the State of New Hampshire. Any action on this Agreement may only be brought in the State of New Hampshire in accordance with the dispute resolution procedures of this Agreement set forth herein. The Parties agree to venue in Merrimack County Superior Court.

**2.12 Force Majeure**

Neither Contractor nor the Lottery shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

*Remainder of this page intentionally left blank*

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

SECTION 3 – CONTRACT MANAGEMENT

**3.1 Project Management**

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and Lottery personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

**3.2 Contractor's Contract Manager**

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration. Contractor's Contract Manager is:

Full Contractor Name \_\_\_\_\_  
TITLE \_\_\_\_\_  
STREET \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
Tel: PHONE \_\_\_\_\_  
Email: Name.com \_\_\_\_\_

**3.3 Contractor's Project Manager**

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
STREET \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
Tel: PHONE \_\_\_\_\_  
Email: Name.com \_\_\_\_\_

Contractor's selection of the Project Manager shall be subject to the prior written approval of the Lottery. The Lottery's approval process may include, without limitation, at the Lottery's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The Lottery may require removal or reassignment of Project Manager who, in the sole judgment of the Lottery, is found unacceptable or is not performing to the Lottery's satisfaction. Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours of inquiries from the Lottery, and be at the site as needed. Project Manager must work diligently and use his/her best efforts on the Project.

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

**3.4 Change of Project Manager**

Contractor may not change its assignment of Project Manager without providing the Lottery written notice and obtaining the prior approval of the Lottery of the replacement Project Manager. Lottery approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and review as set forth in Section 3.3, above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management services through a qualified interim Project Manager.

**3.5 Termination for Lack of Project Management**

Notwithstanding any other provision of the Contract, the Lottery shall have the option, at its discretion, to terminate the Contract, declare Contractor in default and pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager meeting the requirements and terms of the Contract.

**3.6 Contractor Key Project Staff**

The Lottery considers the following individuals to be key project staff for this Project:

- |    |       |      |
|----|-------|------|
| 1. | Title | Name |
| 2. | Title | Name |
| 3. | Title | Name |

The Lottery reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the Lottery. Any background checks shall be performed in accordance with the provisions of this Agreement. Contractor shall not change Key Project Staff commitments without providing the Lottery written notice and obtaining the prior written approval of the Lottery. Lottery approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

**3.7 Termination for Lack of Key Project Staff**

Notwithstanding any other provision of the Contract to the contrary, the Lottery shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Contractor's replacement Key Project Staff.

**3.8 Lottery Contract Manager**

The Lottery shall assign a Contract Manager, who shall function as the Lottery's representative with regard to Contract administration. The Lottery Contract Manager is:

NAME  
TITLE  
STREET  
CITY, STATE, ZIP

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_



STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

Tel: PHONE  
Email: Name.com

**3.9 Lottery Project Manager**

The Lottery shall assign a Project Manager. The Lottery Project Manager is:

NAME  
TITLE  
STREET  
CITY, STATE, ZIP  
Tel: PHONE  
Email: Name.com

The Lottery Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all contractors working on the project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change orders;
- g. Managing stakeholders' concerns.

**3.10 Background Checks**

The Lottery may require, and, at its sole expense, conduct reference and background screening of the Contractor's Contract Manager, Project Manager and Key Project Staff. The Lottery shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

**3.11 Change Orders**

The Lottery may make changes or revisions at any time by written Change Order. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the Lottery, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The Lottery shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The Lottery must approve all Change Orders in writing. The Lottery shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

A Change Order which is accepted and executed by both parties shall amend the terms of this Agreement.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

**3.12 Dispute Resolution**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR NAME</b>	<b>LOTTERY</b>	<b>CUMULATIVE ALLOTTED TIME</b>
<b>Primary</b>	Name Title	Name Lottery Project Manager (PM)	5 Business Days
<b>First</b>	Name Title	Name Director	10 Business Days
<b>Second</b>	Name Title	Name Agency Commissioner (for Program related issues)	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

**3.13 Travel Expenses**

Contractor must assume all reasonable travel and related expenses incurred by Contractor in performance of its obligations under this Agreement. All labor rates in this Agreement will be considered "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**3.14 Shipping Fees**

The Lottery will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

**3.15 Access and Cooperation**

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the Lottery will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

**3.16 Record Retention**

Contractor and its Subcontractors shall maintain all project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the Lottery. Delivery of and access to such records shall be at no cost to the Lottery during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

The Lottery agrees that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure and profit factors shall be excluded from the Lottery's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

**3.17 Accounting**

Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

**3.18 Workspace Requirements**

Contractor agrees to work with the Lottery to determine requirements for providing necessary workspace and office equipment for the Lottery's staff at Contractor's location, as deemed appropriate by the parties.

**3.19 Work Hours**

Unless otherwise agreed to by the Lottery, the Contractor's project management personnel shall work a minimum of forty (40) hour weeks between the hours of 8:00 a.m. and 5:00 p.m., (Eastern Time), excluding State of New Hampshire holidays. This management requirement does not alleviate the need for Contractor to operate 24/7/365 and to provide coverage for hours when project management staff are not available.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT ~~201X-XXX~~

---

**SECTION 4 – CONFIDENTIALITY REQUIREMENTS**

**4.1 State Confidential Information**

In performing its obligations under this Agreement, Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 Exemptions). Confidential Information also includes any and all information owned or managed by the State of New Hampshire - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information. Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof;
- (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party; which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party;
- (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or
- (iv) is disclosed with the written consent of the disclosing party.

A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the State Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the State Confidential Information, and Contractor shall cooperate with the Lottery in any effort the Lottery undertakes to contest the request, subpoena or other legal process, at no additional cost to the Lottery.

In the event of the unauthorized release of State Confidential Information, Contractor shall immediately notify the Lottery, and the Lottery may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT ~~201X-XXX~~

---

**4.2 Contractor Confidential Information**

Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the Lottery. For the purposes of complying with its legal obligations, the Lottery is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the Lottery is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The Lottery shall maintain the confidentiality of the identified Contractor Confidential Information insofar as it is consistent with applicable State and federal laws or regulations. In the event the Lottery receives a request for the information identified by Contractor as confidential, the Lottery shall notify Contractor and specify the date the Lottery will be releasing the requested information. At the request of the Lottery, Contractor shall cooperate and assist the Lottery with the collection and review of Contractor's information, at no additional expense to the Lottery. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the Lottery shall release the information on the date specified in the Lottery's notice to Contractor, without any liability to the Lottery.

**4.3 Survival**

All of the terms in Section 4 of this Agreement shall survive the termination or expiration of the Agreement.

*Remainder of this page intentionally left blank*

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

SECTION 5 – LIMITATION OF LIABILITY

**5.1 No Consequential Damages Against Lottery**

Subject to applicable laws and regulations, in no event shall the Lottery be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages.

**5.2 Survival**

All of the terms in Section 5: *Limitation of Liability* of this Agreement shall survive the termination or expiration of the Agreement.

*Remainder of this page intentionally left blank*

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

**SECTION 6 – TERMINATION**

**6.1 Termination for Default**

Any one or more of the following acts or omissions of the Contractor may, at the sole discretion of the Lottery, constitute an event of default hereunder ("Event of Default"):

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to perform the Services in a lawful manner;
- c. Failure to submit any report required; and/or
- d. Failure to perform any other covenant, term or condition of the Contract

**6.2 Remedies Upon Default**

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

- a. The Lottery shall provide Contractor written notice of default and require it to be remedied within a reasonable period of time ("Cure Period"). If Contractor fails to cure the default within the Cure Period, the Lottery may terminate the Contract with a written notice of termination and/or treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Agreement and ordering that the portion of the Contract price which would otherwise accrue to Contractor during the period from the date of such notice until such time as the Lottery determines that Contractor has cured the Event of Default shall never be paid to Contractor.
- c. Set off against any other obligations the Lottery may owe to the Contractor any damages the Lottery suffers by reason of any Event of Default.
- d. Procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the Lottery for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

**6.3 Lottery Default**

The Contractor shall provide the Lottery with written notice of default, and the Lottery shall cure the default within thirty (30) days.

**6.4 Termination for Convenience**

The Lottery may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days' written notice to Contractor. In the event of a termination for convenience, the Lottery shall pay Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the Lottery. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract. During the thirty (30) day period, Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the Lottery from such winding down and cessation of Services. The Lottery will be responsible only for reasonable costs to the Contractor in winding down Services under this provision.

**6.5 Termination for Conflict of Interest**

The Lottery may terminate the Contract with 15 days written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts. In such case, the Lottery shall be liable for cost of all services provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the contract activities.

**6.6 Termination Procedure**

Upon termination of the Contract, the Lottery, in addition to any other rights provided in the Contract, may require Contractor to deliver to the Lottery any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the Lottery, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Lottery to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the Lottery directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the Lottery has an interest;
- d. Transfer title to the Lottery and deliver in the manner, at the times, and to the extent directed by the Lottery, any property which is required to be furnished to the Lottery and which has been accepted or requested by the Lottery; and
- e. Provide written Certification to the Lottery that Contractor has surrendered to the Lottery all said property.

**6.7 Transition Services upon termination**

If an awarded contract is not renewed, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State at no additional cost, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees ("transition services").

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_



STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

**6.8 Survival**

All of the terms in Section 6 of this Agreement shall survive the termination or expiration of the Agreement.

*Remainder of this page intentionally left blank*

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**SECTION 7 – CONTRACT WARRANTIES AND REPRESENTATIONS**

**7.1 System**

The Contractor warrants that any Systems provided under this Agreement will operate to conform to the Specifications, terms, and requirements of this Agreement.

**7.2 Software**

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the Lottery's option the Contractor shall (a) perform the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the Lottery may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the Lottery has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if Contractor cannot substantially correct a breach in a commercially reasonable manner, the Lottery may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

**7.3 Compatibility**

Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**7.4 Services**

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**7.5 Service Level Agreements and Liquidated Damages**

Contractor agrees that it will meet service levels as set forth in Appendix \_\_\_\_\_. The Lottery may assess liquidated damages in the amount specified for each material failure to meet an agreed upon service level. The Parties agree that it will be extremely impractical and difficult to determine actual damages as a result of any material deviation from the service level agreements. Liquidated damages are not intended as a penalty. It is expressly agreed that the waiver of any liquidated damages due the Lottery shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Failure to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the Lottery.

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

**SECTION 8 – DATA SECURITY REQUIREMENTS**

**8.1 Data Use Ownership And Restrictions**

**A. Ownership of Data**

The Parties agree that data collected as a result of Contractor's work under this Agreement, including but not limited to, the identification and personal information of players, bet transaction data and financial information is the property of the Lottery and is in the possession of the Contractor solely to provide the services requested under this Agreement. Contractor will be responsible for protecting such information and transmitting requested data to the Lottery at the conclusion of the Agreement in any reasonable format requested by the Lottery.

**B. Business Use and Disclosure of Confidential Information.**

1. The Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying the Lottery so that the Lottery has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that Lottery Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
4. The Contractor agrees Lottery Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
5. The Contractor agrees to grant access to the data to the authorized representatives of the Lottery for the purpose of inspecting to confirm compliance with the terms of this Contract.

**8.2 Methods of Secure Transmission of Data**

1. Application Encryption. If End User is transmitting Lottery data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Lottery data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data, said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**8.3 Retention And Disposition of Identifiable Records**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of New Hampshire systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section 8.4
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. If requested, electronic media containing Lottery data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the Lottery and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**8.4 Procedures For Security**

Contractor agrees to safeguard the Lottery Confidential Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Lottery confidential information collected, processed, managed, and/or stored in the delivery of contracted

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

services.

2. The Contractor will maintain policies and procedures to protect Lottery confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Lottery confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of New Hampshire systems and/or Lottery confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Lottery confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Lottery to sign and comply with all applicable State of New Hampshire system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
9. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The Lottery shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
10. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information.
11. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX**

---

that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

12. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Chief Information Security Officer (CISO) of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
13. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such State Data to perform their official duties in connection with purposes identified in this Contract.
14. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced above, implemented to protect Confidential Information that is furnished by State under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing Confidential Information are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - e. limit disclosure of the Confidential Information to the extent permitted by law.
  - f. Confidential Information received under this Contract and individually identifiable data derived from Lottery Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as defined above.
  - h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
  - i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT 201X-XXX

---

application.

Contractor is responsible for oversight and compliance of their End Users. Lottery reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided herein, applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**8.5 Data Breach Notification**

RSA 359-C:20 requires public breach notification to individuals whose information has been or may be misused. All legal notifications required as a result of a breach of information collected pursuant to this Contract shall be coordinated with the Lottery.

*Remainder of this page intentionally left blank*

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_



STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT ~~201X-XXX~~

---

**SECTION 9 – MISCELANEOUS TERMS AND CONDITIONS**

**9.1 Extension in Case of Emergency**

Notwithstanding the contract term set forth in this Agreement, the Lottery reserves the right to reactivate or further extend the initial contract, or any extension thereof, at the rates and upon the terms and conditions then in effect on thirty (30) days' notice for up to one (1) additional year.

**9.2 Cooperation with Successor Contractors**

Contractor agrees that it will fully cooperate with all reasonable requests to assist a successor contractor in transition of the contracted services at the conclusion of the term of this Agreement. Contractor shall, at a minimum, fully cooperate with migration of the Lottery's data in a reasonable timeframe and in any reasonably requested format. Contractor acknowledges that the Lottery will pay no additional charges for these transition services and that all such services are to be compensated by the Contractor's payment during the course of this Agreement.

**9.3 Insurance**

In addition to the policies required under Part I Section 14 and 15, the Contractor shall purchase and maintain the following policies of insurance for claims which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Errors and Omissions Insurance with limits of not less than two million dollars (\$2,000,000) per claim, to be in force and effect at all times, which will indemnify the Contractor and the State for direct loss which may be incurred due to any error caused by the Contractor, its officers, employees, agents, subcontractors or assigns regardless of negligence. The State shall be named as an additional insured on this policy;
- b. Cyber Liability Insurance with limits of not less than two million dollars (\$2,000,000) per claim, to be in force and effect at all times, which will indemnify the Contractor and the State for financial losses that occur as a result of data breaches or other cyber related events. The State shall be named as an additional insured on this policy;
- c. A Fidelity Bond in the amount of one million dollars (\$1,000,000) covering any loss to the State due to any fraudulent or dishonest act on the part of the Contractor's officers, employees, agents or subcontractors. If the Contractor utilizes agents and subcontractors who are not covered by the Fidelity Bond, it is the responsibility of the Contractor to ensure those agents and subcontractors maintain coverage of the same. If the agents or subcontractors are found guilty of fraudulent or dishonest acts regarding the terms of this contract and they do not have Fidelity Bond coverage, the Contractor will be held liable to cover any loss associated with incident to the State of New Hampshire.

Certificates of insurance must be furnished to the Lottery on date of contract execution.

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE LOTTERY COMMISSION  
CONTRACT ~~201X-XXX~~**

---

**9.4 Business Continuity and Disaster Recovery Plan**

Contractor must provide the State with their proposed Business Continuity and Disaster Recovery Plan to be used in the event that the Contractor's primary place of business is rendered inoperable due to acts of terrorism, forces of nature or other unforeseen events.

**9.5 Taxes, Fees and Assessments**

Contractor shall pay all taxes, fees and assessments, however designated, levied or based. The State of New Hampshire is exempt from State and local sales and use taxes on the services provided pursuant to this contract.

**9.6 News Releases**

News releases pertaining to this RFP or the services, study, data, or project to which it relates cannot not be made public without prior written Lottery approval, and then only in accordance with the explicit written instructions from the Lottery. No results of the program are to be released without prior approval of the Lottery and then only to persons designated.

**9.7 Advertising**

Contractor agrees not to use the Lottery name, logos, images, nor any data or results arising from this procurement without prior written approval by the Lottery.

*End of Document*

Date: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
LOTTERY COMMISSION

Sports Wagering Systems and Services  
RFP LOT 2020-01

ADDENDUM 1

NHLC amends RFP Lot 2020-01 "Sports Wagering System and Services" dated August 7, 2019 as follows:

1. Section I, B "Schedule" is amended as follows (changes are noted in bold and italics):

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	August 7, 2019	
Proposer Inquiry Period Ends	August 26, 2019	4:00 PM
Final Agency Responses to Proposer Inquiries	September 4, 2019	4:00 PM
Proposers Submit Technical Proposals	<b><i>September 20, 2019</i></b>	<b><i>12:00 PM</i></b>
Estimate Timeframe for Proposer Oral Presentations and Interviews (by invitation)	<b><i>Week of September 30, 2019 or Week of October 7, 2019</i></b>	
Price Proposal Due (by invitation)	October 10, 2019	
Estimated Notification of Selection and Begin Contract Negotiations	October 17, 2019	
Estimated Date of Approval of Final Contract	November 20, 2019	

*All times are local to New Hampshire (EDT)*

2. Section 6, E "Oral Interviews and Product Demonstrations" is amended to add the following:

NHLC will consider allowing oral interviews and product demonstrations to be done remotely if the schedule requires.

*Remainder of page intentionally left blank.*

3. Pursuant to Section 3, B "Proposal Inquiries," NHLC issues the following official responses to Proposer inquiries:

Number	Question	RFP Section	NHLC Response
1	Assuming the New Hampshire Lottery completed a market scope and revenue projection case while preparing the RFP, are the details of these findings available for proposers to review? (e.g. Revenue forecast)	General	NHLC provided general revenue projections during the legislative process which are publicly available. NHLC continues to conduct market analysis which is not currently complete but will be shared with selected agents as part of the negotiation process.
2	If GLI certification is not used, what is an acceptable similar certification, authority, and/or test lab?	Section 5.F.	NHLC will be willing to consider other industry recognized gaming laboratories. (GLI is provided as an example).
3	If GLI certification is used, what is the standard? GLI-33 for event wagering software and GLI-20 for kiosk hardware?	Section 5.F.	Yes.
4	When must the standard be met? Prior to launch or within a specified timeframe after launch?	Section 5.F.	All components will be certified at the time of launch unless there are extenuating circumstances that require an extension until post launch.
5	If the standard changes during, prior, or after launch, what is the cure period for the Proposer?	Section 5.F.	NHLC is willing to negotiate a grace period for changes in standards during the course of the contract.
6	Will any additional certifications for software and/or hardware be required?	Section 5.F.	At the present time we have not identified any other certifications that will be needed, however, if the Proposer intends on utilizing other equipment that is subject to a GLI standard, we would require a certification of that equipment. In the event that additional certifications are required by auditors or by law we will require that agents receive such certification in due course.
7	Please define estimated launch schedule for all three channels. Will launch be structured in a phased approach?	General	The launch schedule will be determined based on the contracting process and the proposals submitted. We anticipate that a phased approach will be used to launch different channels, however, that schedule is dependent on this RFP process. NHLC anticipates offering wagers in the first quarter of 2020 and anticipates a complete launch no later than the beginning of the third quarter of 2020.
8	If the Lottery chooses to maintain existing technology, please provide	General	The existing software is proprietary to Intralot. The existing hardware consists of Microlots, Multi-Purpose (MP) terminals and

Number	Question	RFP Section	NHLC Response
	technical requirements for each channel.		Winstations/Instant Ticket Vending Machines (ITVMs).
9	With respect to Charitable Gaming Rooms will these facilities require any additional licensure, other than for new employees?	General	There will be no additional licensing requirements for charitable gaming rooms that are selected to host sports wagering aside from the local approval of Retail Channel locations. All existing charitable gaming license requirements will remain in place.
10	If we desire to partner with any Keno retailers, will there be any additional licensure requirements that are not currently mandated for these locations? Essentially, will Sports Wagering MP's be viewed the same as Keno MP's?	General	Tier III wagering at Keno locations will require no additional licensing requirements. A kiosk offering Tier III wagers will be treated like a Keno MP for licensing purposes.
11	If this Agreement is not funded by monies of the United States, language regarding the same should be removed.	Appendix C, Part I, Section 6	NHLC does not anticipate that the clause identified will be relevant in this contract.
12	The non-solicitation language in Section 7.2 is too restrictive and should be revised to include certain specific exceptions for permissible hiring activity. For example, hiring former State employees and use of general advertisements and job postings not specifically targeting State employees or search firms that are not specifically directed to target State employees should be permitted.	Appendix C, Part I, Section 7.2	NHLC is open to negotiating more restrictive language in Section 7.2
13	These sections may require revision to ensure consistency with insurance coverage currently carried by Proposer.	Appendix C, Part I, Section 14.1.2 and 14.2	NHLC is willing to negotiate these terms if they offer analogous coverage/protection.
14	The provisions in this Section should be modified to avoid conflict with other provisions of the Agreement.	Appendix C, Part II, Section 3.16	NHLC is open to negotiating terms that are inconsistent within the Agreement.
15	This clause is too vague. Workspace requirements should be negotiated and more clearly spelled out.	Appendix C, Part II, Section 3.18	NHLC agrees that this clause will need to be further defined during negotiations and is open to those discussions.

Number	Question	RFP Section	NHLC Response
16	Permissible disclosures should also include disclosures pursuant to applicable law or the requirements of a national securities exchange.	Appendix C, Part II, Section 4.1	NHLC agrees with this proposed revision.
17	Contractor should also have a right of termination if there is a default by the Lottery that is not cured as provided.	Appendix C, Part II, Section 6.3	Given the fact that the contract will be for services required to meet state revenue projections, NHLC is willing to discuss remedies short of termination.
18	The service level agreement is not included as an Appendix.	Appendix C, Part II, Section 7.5	An agreement on SLAs will be negotiated after selection of the agent(s).
19	Data and Security Requirements will be subject to negotiation to ensure consistency with both functionality and operational capabilities of Contractor, its subcontractor(s) and the System as well as applicable legal requirements.	Appendix C, Part II, Section 8	NHLC is open to reasonable modifications on the terms of Section 8.
20	Should the Proposer integrate with Intralot's lottery system in order to have access to player's information for CRM purposes or should the Proposer have two different central system for lotteries and Sportsbook?	Section 5.B.b.	We expect each Proposer to have its own central wagering system and do not anticipate a full integration into the existing lottery or iLottery systems.
21	Should Proposers use the existing NPI wallet for sports wagering online, mobile and retail operations?	Section 5.B.d.	Proposers may propose an integration with the existing NPI player wallet but are not required to do so. NHLC is open to receiving proposals that contain a separate player wallet and payment solution.
22	What are the current New Hampshire payment methods for mobile?	Section 5.B.d.	Currently NHLC accepts Debit Cards, ACH and PayPal to fund an iLottery player wallet.
23	What companies would need to be integrated with a single sign-on?	Section 5.B.e.	Currently NHLC only has a sign-on for iLottery. Single sign-on would require coordination with NPI.
24	How do customers purchase lottery products in the current retail environment?	Section 5.B.k.	Currently NHLC products at retail environments are generally purchased through cash only, however, there are no laws prohibiting the use of debit cards or similar payment method. Proposers

Number	Question	RFP Section	NHLC Response
			are reminded that sports wagers may not be funded through credit cards.
25	Do we need to integrate with existing retailers or should we find our own local retailers and submit the approval to New Hampshire Lottery?	Section 5.C.e.	Proposers may propose to utilize existing licensed gaming facilities, new facilities or a combination of both. There are no "existing retailers" for the sports betting retail channel.
26	What is the existing hardware in lottery environments?	Section 5.D.e.	Intralot supplies Microlot, Winstation/Instant Ticket Vending Machines (ITVMs) and Multi-Purpose (MP) terminals.
27	Is there any kind of player account for Keno retailers?	Section 5.D.g	There is no player account for physical lottery locations.  To further clarify the RFP, the "Keno retailer subset" are bars and restaurants. The majority of the lottery retailer network consists of more traditional convenience stores, gas stations and grocery stores.
28	Should Proposer integrate with Intralot and with the iLottery platform?	Section 5D.i.	This section relates to the existing NHLC retailer network which is serviced by the Intralot gaming system and communications network.
29	Can we know the current hardware and software that is being used currently?	Section 5.F.g.	NHLC does not have a BI system and relies on contractor's proprietary systems. NHLC is seeking a BI solution from Proposers.
30	What are the current systems in place to handle all the batches of information?	Section 5.F.d.	NHLC is seeking a response relating to the Proposer's system and how it is designed to handle spikes in wagering, such as the Super Bowl, etc.
31	Are you seeking integration with the Intralot or NPI system?	Section 5.F.a.	NHLC is seeking a core betting software system directly from the Proposer.
32	Can bets be settled outside New Hampshire or do all the bets have to be created and settled in New Hampshire?	Section 5.F.i.	The wagers must be initiated, completed and received within the state. That would include bet settlement.
33	Could you please clarify the mention of Bet settlement tools if outside of the core system?	Section 5.F.i.	This section requests information on bet settlement software only if it is not a part of the central wagering system.
34	Is there any third party currently used to offer this kind of service with the current offer of products?	Section 5.F.o.	NHLC currently uses Spectra Systems for its Independent Control System (ICS). NHLC does not require integration with the existing ICS

Number	Question	RFP Section	NHLC Response
			system and is open to any third-party trusted source to store a record of transaction data outside of the central wagering system for the purposes of validating the data in the central system.
35	Can bet settlement be done remotely or does it have to be done in New Hampshire?	Section 5.G.d.	The wagers must be initiated, completed and received within the state. That would include bet settlement.
36	Can we do the odds compilation and Management remotely or this has to be done in New Hampshire?	Section 5.G.b.	The wagers must be initiated, completed and received within the state, however, ancillary work such as odds compilation and management may be done remotely so long as it complies with all applicable state and federal laws.
37	Who is processing the payments for mobile, retail and online channels?	Section 5.G.b.	NPI contracts with WorldPay to process iLottery payments.
38	Should we coordinate with the current payment processors to centralize all payments or propose standalone payment processing?	Section 5.G.h. Section 5.H.h.	Proposers may propose to integrate with the existing player wallet and payment processing system or propose a standalone wallet or payment processing system.
39	What is the current third party auditor for New Hampshire Lottery	Section 5.H.k.	NHLC is audited by the New Hampshire State Legislature. Each Lottery vendor or agent will be responsible for obtaining their own audit.
40	Is there any current cash reservation policy for lottery?	Section 5.H.n.	NHLC does not have any cash reserve policies, we are asking Proposers to submit their proposed policies.
41	Could you please clarify what is meant by IRS Reporting? Is it regarding the operations?	Section 5.H.p.	This section addresses IRS reporting arising out of operations including W2G reporting, Form 8300 reporting and all other applicable IRS reporting.
42	Could you please clarify this question further as it is very general?	Section 5.H.q.	Segregation of duties are policies that ensure that one person does not hold permissions or responsibilities in a system or other environment that allows a person to commit and conceal a fraud undetected.
43	Can we make the transition from IAS Standards to SSAE Standards or might be using both standards?	Section 5.J.f.	NHLC will consider a transition period from IAS Standards to SSAE Standards after review and comparison of the standards.
44	Can we know the percentage that we will be retained and also if it's applicable on the stake or GGR (Gaming Gross Revenue)?	Section 5.J.f.	The percentage of GGR retained by the Proposer will be the subject of the Price Proposal after review and scoring of Technical Proposals.



Number	Question	RFP Section	NHLC Response
45	What is the W-2G rate applicable to the different channels Online, retail and mobile?	Section 5.J.f.	The W2G rate is set by the Internal Revenue Service.
46	Will the lottery operate its own lottery brand with its own skin (without a B2C partner skin).	Section 4	NHLC is open to accepting a proposal for a Lottery-branded sports book in any or all of the channels. Any such proposal would still require the proposer to offer the full service of sports betting services identified in the RFP.
47	Will the lottery operate as its own agent for one of the 5 mobile agents or will the lottery only use B2C operator skins as agents?	Section 5.B.	NHLC is open to accepting a proposal similar to existing lottery products in which NHLC is the "front facing" operator in partnership with Proposer.
48	Do you plan to provide iLottery player database access to all sports betting agents in the state?	Section 5B.b.	The determination on sharing of the player database will be made after selection of agents and may be the subject of contract negotiations.
49	Do you envision single sign on for all agents if there are multiple mobile agents in the state?	Section 5B.e	Proposers may, but are not required to, propose single sign-on capability. NHLC was seeking to learn the potential of a Proposer to offer single sign-on, but that is not a requirement for award. NHLC anticipates that single sign-on capability would not be utilized at launch but may be introduced in a subsequent phase of the project. NHLC has not yet made a determination on how to implement single sign-on and is evaluating a Proposer's capability and willingness to implement single sign-on.
50	Do you plan to have consistent branding with the mobile product?	Section 5.D.a.	NHLC is open to different branding concepts. It is not a requirement that all channels be branded in the same manner. Proposers should offer the branding that they believe is best along with any variations they can provide.
51	Can you provide technical details about the existing terminals and software and their ratios across your vendors? Are they web enabled?	Section 5.D.e.	Much of the existing technology is proprietary in nature and NHLC is not in a position to provide specific technical details at this time. NHLC recognizes that proposers may be limited in proposing integration with the existing Lottery providers based on the lack of specific technical details.
52	Can you provide more technical details about the Keno retailer?	Section 5.D.g.	To further clarify the RFP, the "Keno retailer subset" refers to a differentiation in types of locations. Keno locations are bars and restaurants. The majority of the lottery retailer network consists of more traditional convenience stores, gas stations and grocery stores.

Number	Question	RFP Section	NHLC Response
53	We would like to amend certain contractual terms within Appendix C provided. These include, but are not limited to, the warranties and representations, indemnity, termination and data security provisions, the stipulated insurance provisions and the additional resource requirement from service providers (including the contract management provisions).	Appendix C	NHLC is open to negotiation and reasonable modification of the terms identified. In no event will NHLC accept wholesale standard agreements from Proposers as a replacement of the Appendix C document.
54	There are no page limitations on the responses requested for sections A. and J. Would the Lottery like to amend and restrict the page limits for the responses that vendors will provide on the sections mentioned above?	Page 8, Section 5	NHLC does not believe page limitations are required on those sections.
55	Could the Lottery please clarify whether by single sign-on functionality between iLottery & sports betting platforms, implies that players can login to different sportsbook mobile applications with their iLottery credentials? If yes, will the players be allowed to use their iLottery funds to buy sports betting wagers from the Sports Betting applications?	Section 4, VII	Single sign-on functionality is not a requirement in the RFP. A Proposer who sought to propose a single sign-on would mean that it would create functionality for players to sign on once to access their iLottery accounts or sports wagering accounts. This is separate from Player Account Management (PAM) integration which would allow for funding of sports wagers through iLottery player accounts/wallets. Neither single sign-on nor PAM integration is a requirement.
56	Could the Lottery please provide examples of anticipated Tier III sports wagers for the Lottery Network channel?	Section 5.D.	Examples of Tier III wagers would be parlays, multiple event proposition wagers, pools, football parlay cards, etc.
57	Our understanding is that Lottery Network (Tier III) and the internet/mobile sports wagering license(s) (Tier I) will be allowed to offer their product & services all over the New Hampshire state without any legal limitations/restrictions. Please confirm or state otherwise.	General	Wagering must be offered based on the applicable statute, regulations and contractual terms as set forth in this RFP.  There is no requirement for a local approval of mobile wagering or Tier III lottery channel wagering.
58	Does this imply that proposers for less than 3 channels will not be	Section 1	Proposers for any channel are expected to propose a full service solution relative to that channel. That

Number	Question	RFP Section	NHLC Response
	asked to propose full-service solutions?		solution can be comprised of subcontractors but will still be the prime responsibility of the Proposer.
59	Will the Lottery consider an extension to the Proposal Submission deadline	Section 1.B.	Modifications to the schedule are provided in this Addendum 1.
60	The proposer may not wish to open/lease/operate retail locations, rather they may wish to service them with all required services and technologies. Would this be allowed?	Section 4.II.	A Proposer may co-locate with another business or lease/rent space from another entity. There is no requirement that the Proposer directly own or lease the location. Proposers will be expected to operate the sports wagering operations at that location.
61	The wording here alludes to all proposers providing acquisition services in coordination with the lottery. Not all proposers can jointly support the lottery's CRM and advertising programs, so assumedly the lottery will only choose one proposer for the marketing of its own brand/operation?	Section 4.III.	All Proposers will be expected to engage in acquisition and CRM to support their own operations.
62	Please define "jurisdiction."	Section 4.IV.	NHLC will consider a jurisdiction to be any governmental entity with a separate regulatory regime for gaming/sports wagering. That can be national, regional, state, provincial or municipal. We are asking that Proposers have operated in at least three (3) separate regulatory environments.
63	Does the current PAM (Player Account Management) provider already provide geolocation of a player, KYC (Know Your Customer) requirements including identity, age and eligibility to play, all relevant AML (Anti-Money Laundering) compliance requirements, and fraud protection and detection?	Section 4.VII.	Yes.
64	Can the lottery elaborate on the "sports integrity monitoring programs" that it may approve, in order for the proposer to estimate accurate costs.	Section 4.VIII.	NHLC will accept any of the industry standard integrity monitoring programs that use betting data from multiple sources to identify integrity concerns.

Number	Question	RFP Section	NHLC Response
65	Does the lottery intend to launch its own mobile "skin"?	Section 5.B.	NHLC is open to accepting a proposal where the Lottery serves as a mobile skin in partnership with a sports wagering provider but will also consider proposals for existing brands or a hybrid between the two.
66	Is the Lottery proposing to potentially share its existing player database with multiple Mobile 'agents'?	Section 5.B.	The determination on sharing of the player database will be made after selection of agents and may be the subject of contract negotiations.
67	Must a proposer also act as an agent (rather than a supplier to the lottery)? It seems as though the only eligible proposers are those that are planning to open their own locations. Please confirm that this understanding is correct.	Section 5.C.	NHLC is seeking proposals for sports wagering agents, not just suppliers.
68	Please define "Substantial history" and "similar markets."	Section 6	Substantial history could be in terms of a great number of jurisdictions or over time in fewer jurisdictions. Similar markets means either US or foreign markets of roughly equivalent size to New Hampshire. Experience in larger markets may also be used.
69	Are personal disclosures of key employees/stakeholders made public?	Section 7	Any request for documents submitted will be governed by New Hampshire law RSA 91-A. NHLC will take all steps in compliance with the law to protect documents that are reasonably identified as confidential.
70	Within the aggressive timeline put forth by the Commission, when and what secondary submission opportunities will be available to ensure a competitive marketplace? For example, if the lottery fails to award 5 mobile contracts in this initial RFP process, will opportunities for consideration be open until all available contracts are awarded?	General	NHLC intends to award contracts to all sports wagering agents through this RFP process subject to all of the rights provided to NHLC by RSA 287-I and the language of the RFP.
71	Will the Commission publish all questions submitted during the Proposer Inquiry Period along with the relative answers?	General	Yes, subject to the provisions of Section 3, B of the RFP.
72	Will there be an opportunity and venue for follow-up discussions	General	Not at this time.

Number	Question	RFP Section	NHLC Response
	based upon the answers to the inquiries?		
73	The RFP states "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." Because the Schedule of Events includes distinctive deadlines for technical, price and other proposals, how is the 180 days applied?	General	The 180 day period will run from the date of submission of the Technical Proposal.
74	In an example where one party is the Sports Wagering operator and the other party is a retail food and beverage operator. Which party would be the "proposer"?	General	The entity that is operating the sports wagering would be the Proposer.
75	If the Sports Wagering operator was defined as the "proposer" what role should the food and beverage operator play in licensing? What would be required of this organization and their officers?	General	This would depend on the role that the food and beverage operator and its employees would have on sports betting operations. The requirements spelled out in the RFP are for sports betting operators and their subcontractors in those operations.
76	Would it be possible to further define the requirement for on-site employee licensing? Cost, frequency, level of effort?	General	The requirements on the agent and its employees are contractual in nature there is no requirement for employee licensing.
77	If Proposer is a joint venture, is there an obligation to return litigation, fines, etc. for the parent companies, beyond the direct relationship in the joint venture.	General	NHLC wants to insure that agents/vendors are of the highest ethical standards. Joint ventures should disclose the requested information for the members of the joint venture including subsidiaries of the parent companies.
78	If Proposer is a new joint venture, how should it fulfill the request for historical financial records?	Section 5.A.II.	Proposer should provide the financial records from the companies that comprise the joint venture.
79	With respect to the Lottery Channel, can you please provide a scope of services that would be requested in this channel?	General	The Scope of Work is identified generally in Section 4 of the RFP, a specific scope of work would be negotiated with the selected Agents.
80	Does the Lottery plan on having all sports wagering (all vendors/agents	Section 1.A.	NHLC anticipates that there will be separate launch dates. Launch dates will be based on

Number	Question	RFP Section	NHLC Response
	across retail, mobile, and lottery channels) having the same launch date, or does the Lottery foresee the possibility of separate launch dates for each channel and/or vendor/agent?		readiness of the Agent to launch. NHLC anticipates that all Agents be prepared to launch as soon as practical after contract execution, and no later than September 1, 2020.
81	Does the Lottery expect to work with mobile agents to promote their mobile sports betting platform through existing Lottery retail locations, for example the placement of advertisements for mobile sports betting bonuses and promotions at Lottery retail locations?	Section 4.III.	Yes.
82	Can the Lottery provide an example of the types of existing financial reports they receive from a vendor or vendors as a model?	Section 4.IX.	Yes, an example of typical financial reporting to the Lottery is attached to this Addendum as Attachment 1.
83	If a Proposer serves a single business in multiple jurisdictions, is each individual jurisdiction counted as a "client" or is the business considered one "client"?	Section 5.A.III.d.	A single business in multiple jurisdictions can be identified as a separate client for each jurisdiction.
84	If a proposer has a parent company that provides services to clients, can those clients' references be used?	Section 5.A.III.d.	Yes.
85	If a Proposer offers sports wagering directly to customers, rather than as a service provider to another business, is it required to comply with the requirements of this subdivision?	Section 5.A.III.d.	Yes, but the information from a jurisdiction's regulatory body would also be acceptable.
86	Will the Proposers be given access to the iLottery platform, or its technical specifications, in order to determine the feasibility of a single sign-on with the Proposer's sports wagering platform?	Section 5.B.	Single sign-on is not a requirement of the RFP. After selection, agents will be provided any technical information needed from NPI to investigate and execute single sign-on if it is deemed appropriate.
87	Is it the Lottery's intent to require customers to physically be present in the State of New Hampshire at	Section 5.F.	Yes. Players must be physically present in NH at the time of deposit and payment of wagers.

Number	Question	RFP Section	NHLC Response
	the time of deposit of funds and payment of wager?		
88	Are there any similar systems in use in New Hampshire currently for other industries to have independent corroboration of their transactional data that may be looked to as a model for such a system?	Section 5.J.	NHLC currently uses Spectra Systems for its Independent Control System (ICS).
89	Do the procedures identified in the last paragraph of Section 7, E apply to information that the Lottery has deemed subject to disclosure or does the Lottery intend to release confidential information it determines to be properly exempted from disclosure unless the Proposer obtains a court order preventing such release?	Section 7.E.	NHLC will not release information that it deems confidential and protected from disclosure under New Hampshire law. The identified language would relate to a situation where there was a dispute or doubt about the confidentiality of requested documents and would give the agent an opportunity to prevent a disclosure.
90	Will the Lottery consider modification/exception to the language related to confidentiality provided in Appendix C during the contract negotiation?	Appendix C, 4.2	NHLC is open to negotiating specific language in that section with the understanding that NHLC cannot waive or modify any requirements under RSA 91-A.
91	Will the Lottery consider modification/exception to the language related to this provision during the contract negotiation phase?	Appendix C, 6.4	NHLC is open to negotiation of that language.
92	Will the Lottery consider modification/exception to the language related to this provision during the contract negotiation phase?	Appendix C, 8.3(b)	NHLC is open to negotiation of that language.
93	Is there anything specific the Lottery is seeking to see included in our Business Continuity and Disaster Recovery Plan?	Appendix C, 9.4	NHLC is not seeking anything specific, merely a commercially reasonable plan to address continuity of operations and recovery in the event of a disaster/unforeseen event.

Number	Question	RFP Section	NHLC Response
94	Would the Lottery be willing to provide the last 12 months of charitable gaming revenue or tax collected by location?	General	Yes, a copy is attached as Attachment 2 to this Addendum.
95	Would it be acceptable for Proposers to use an established sports betting brand for the mobile skin?	General	Yes.
96	Would it be acceptable for Proposers to use an established sports betting brand at each proposed retail location?	General	Yes.
97	Would the Lottery please clarify whether it intends for the same brand to be used across all channels?	General	NHLC is open to different branding concepts that will be informed by the responses to this RFP and market research. At this time, a determination has not been made on a single branding for all channels.
98	Would the Lottery please clarify if it intends to have a common back-office trading platform across all channels and skins, sharing the same betting offer, lines, prices, and risk management pooling?	General	NHLC does not envision a common back-office platform. Each proposer is expected to have its own back-office platform and to grant access to NHLC to perform regulatory and financial oversight.
99	Due to the potential volume and size of financial statements, would the Lottery be willing to accept submission of financial statements on electronic media only?	Section 5.II.	Yes.
100	Would the Lottery please confirm that it is inquiring about Proposers' experience in markets with multiple skins? Or, rather, is the Lottery suggesting the possibility of all mobile agents operating under a similar skin?	General	NHLC is asking about Proposer's experience in markets either as the sole skin or with multiple skins. NHLC is not suggesting that all mobile agents operate under a similar skin.
101	While it is understood that the specific terms and conditions included in the RFP are not subject to further negotiation unless objections are raised during the Proposer Inquiry Period, key substantive portions of the agreement to be awarded pursuant to this RFP, such as service levels	Appendix C	NHLC acknowledges that key portions of the agreement require additional negotiation, including Service Level Agreements (SLAs), Scope of Work and payment terms. After selection of an Agent(s), NHLC will open contract negotiation on these terms. NHLC has addressed the specific terms that it is willing to negotiate in the Q&A. Additional terms which have been left



Number	Question	RFP Section	NHLC Response
	and the referenced exhibits in the standard terms and conditions, are missing. Would the Lottery please explain how these provisions will be negotiated and the applicable process?		blank (such as SLAs) will be negotiated at that time.
102	Will the Lottery please specify the specific forms that will be attached as Exhibits A, B and C to the Standard Terms and Conditions, and how these exhibits will be negotiated and finalized?	Appendix C	Exhibit A will be the Scope of Work which will be crafted based on the Proposer's response, Exhibit B will be the Pricing Terms which will be based on the Proposer's price proposal and Exhibit C will be any exceptions/modifications from standard State terms. After selection of an Agent(s), NHLC will open contract negotiation on these terms.
103	As Section 6.3 of Appendix C is related to compliance with Executive Order No. 11246 and related rules, regulations and guidelines, would the Lottery please confirm that the final sentence of this section is limited in scope to confirming compliance with this Executive Order?	Appendix C, 6.3	Yes, that is correct.
104	Section 8.1.1 states that a failure to perform the Services satisfactorily or on schedule constitutes an Event of Default, Performing Services satisfactorily is broad. Would the Lottery consider negotiating this section to either delete the satisfactory requirement and only include the timely provision of Services or otherwise set forth more defined terms of what constitutes satisfactory performance other than provision of Services pursuant to the terms of the agreement?	Appendix C, 8.1.1	NHLC is open to reasonable modifications of that provision during negotiations.
105	Sections 8.2 and 8.2.1 provides the Contractor with at most 30 days to cure an Event of Default from the date of notice. Would the Lottery be willing to negotiate this term to allow Contractor to begin curing the Event of Default within 30	Appendix C, 8.2, 8.2.1	NHLC is open to reasonable modifications of that provision during negotiations.

Number	Question	RFP Section	NHLC Response
	days, but if it is not an Event of Default that can be cured in such period of time, to extend the time period to a reasonable period of time?		
106	As all of the remedies set forth for Events of Default in Section 8 (including in Section 8.2.2 suspending and terminating all payments otherwise payable until the default is cured) apply to immaterial and material defaults; would the Lottery be willing to consider negotiating this section to ensure that the remedies for immaterial defaults are fair and reasonable? For example, would the Lottery be willing to revise the remedies to apply only to material defaults or immaterial defaults that have not been cured during the stated period?	Appendix C, 8.2.2	NHLC is open to reasonable modifications of that provision during negotiations.
107	Would the Lottery be willing to consider revising Section 9.3 to specify that only disclosure of confidential data, or data that is otherwise not to be disclosed by Contractors under N.H. RSA chapter 91-A, requires prior written approval of the State?	Appendix C, 9.3	Yes, only disclosure of confidential data will require written approval.
108	Would the Lottery please confirm that the Contractor's liability under Section 13 is subject to Section 2 – General Terms and Conditions, Section 2.12 (Force Majeure) and consider revising the terms to clarify this point?	Appendix C, 13	Yes.
109	Would the Lottery be willing to consider revising Section 13 to clarify that any losses or damages to the extent caused by the Lottery are not covered by the Contractor's indemnification obligation?	Appendix C, 13	NHLC is open to reasonable modifications of that provision during negotiations.

Number	Question	RFP Section	NHLC Response
110	Could the Lottery please confirm our understanding that the reference in 2.1 B to "Part 2 – General Terms and Conditions" refers to Section 2 – General Terms and Conditions?	Appendix C, 2.1B	Yes, Part 2 refers to "Section 2 – General Terms and Conditions" this will be clarified in the final contracts.
111	Will the Lottery please specify the order of precedence for the other sections of the contract included in the RFP?	Appendix C, 2.2	Any additional provision included in the contract will be considered documents identified in Appendix C, 2.1C.
112	Would the Lottery be willing to consider a limitation on the Contractor's liability	Appendix C	NHLC is open to negotiation on a limitation of liability but will not address specific language at this time.
113	Would the Lottery be willing to consider revising Section 6.2 to specify that the Lottery will not procure services pursuant to section 6.2(d) except in the case of a material, uncured breach whereby the Contractor cannot or will not provide the Services?	Appendix C, 6.2	NHLC is open to reasonable modifications of that provision during negotiations.
114	Section 6.2(d) provides that the remedy available to the Lottery to procure services is subject to "the limitations of liability set forth in the Contract". Will the Contractor be able to negotiate a reasonable limitation on its aggregate liability under this Agreement to be awarded pursuant to this RFP?	Appendix C, 6.2C	NHLC is open to negotiation on a limitation of liability.
115	Will the Lottery please specify when and how the license terms and related intellectual property provisions will be negotiated?	Appendix C	NHLC will negotiate these provisions during the contract negotiations after selection of Agent(s).
116	Would the Lottery please specify whether and when service levels and any associated liquidated damages will be negotiated?	Appendix C	SLAs will be the subject of contract negotiations with the selected Agent(s).

<End>

GAMES OF CHANCE REVENUE BREAKDOWN

JULY 2018				
Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 83,712.00	\$ 8,558.17	\$ 29,299.20	\$ 45,854.63
Cheers Poker Room & Casino	\$ -	\$ -	\$ -	\$ -
Concord Bingo Too, LLC	\$ 84,027.00	\$ 9,304.35	\$ 29,081.50	\$ 45,641.15
EESKAY NH, Inc.	\$ 538,937.00	\$ 54,109.10	\$ 188,627.95	\$ 296,199.95
Granite State Poker Alliance, LLC	\$ 194,576.00	\$ 23,475.15	\$ 70,537.90	\$ 100,562.95
HBC Gaming, LLC	\$ 73,124.00	\$ 7,312.40	\$ 25,593.70	\$ 40,217.90
Kymalimi, LLC	\$ 674,119.56	\$ 67,411.95	\$ 235,941.85	\$ 370,765.76
Lebanon Poker Room & Casino, LLC	\$ 27,134.00	\$ 3,410.15	\$ 9,496.90	\$ 14,226.95
New England Gaming & Consulting, LLC	\$ 18,153.00	\$ 1,783.80	\$ 6,353.55	\$ 10,015.65
NHCG, LLC	\$ 155,922.40	\$ 16,252.31	\$ 54,572.84	\$ 85,097.25
Northwoods Casino	\$ 9,495.00	\$ 1,207.50	\$ 3,699.15	\$ 4,588.35
Oceanfront Gaming, Inc.	\$ 147,618.50	\$ 14,795.95	\$ 51,666.48	\$ 81,156.07
Pleasant Street Gaming, LLC	\$ 8,186.00	\$ 812.60	\$ 2,865.10	\$ 4,508.30
Seabrook Gaming, LLC	\$ 168,095.00	\$ 18,215.85	\$ 58,833.25	\$ 91,045.90
Seacoast Fundraising, LLC	\$ 232,646.00	\$ 26,003.80	\$ 81,438.00	\$ 125,204.20
<b>TOTALS:</b>	<b>\$ 2,415,745.46</b>	<b>\$ 252,653.08</b>	<b>\$ 848,007.37</b>	<b>\$ 1,315,085.01</b>

AUGUST 2018				
Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 73,348.00	\$ 7,317.80	\$ 25,671.80	\$ 40,358.40
Cheers Poker Room & Casino	\$ -	\$ -	\$ -	\$ -
Concord Bingo Too, LLC	\$ 63,944.00	\$ 7,416.45	\$ 22,380.40	\$ 34,147.15
EESKAY NH, Inc.	\$ 492,031.00	\$ 49,369.50	\$ 172,210.85	\$ 270,450.65
Granite State Poker Alliance, LLC	\$ 271,686.00	\$ 28,201.50	\$ 95,090.10	\$ 148,394.40
HBC Gaming, LLC	\$ 57,836.00	\$ 7,424.30	\$ 20,242.60	\$ 30,169.10
Kymalimi, LLC	\$ 757,125.00	\$ 76,068.35	\$ 264,993.75	\$ 416,062.90
Lebanon Poker Room & Casino, LLC	\$ 75,817.50	\$ 7,799.00	\$ 26,536.13	\$ 41,482.37
New England Gaming & Consulting, LLC	\$ 15,869.00	\$ 1,603.20	\$ 5,554.15	\$ 8,711.65
NHCG, LLC	\$ 126,654.50	\$ 13,735.80	\$ 44,329.08	\$ 68,589.62
Northwoods Casino	\$ 4,028.00	\$ 518.50	\$ 1,571.15	\$ 1,938.35
Oceanfront Gaming, Inc.	\$ 128,902.00	\$ 12,890.20	\$ 45,115.70	\$ 70,896.10
Pleasant Street Gaming, LLC	\$ 8,077.00	\$ 807.70	\$ 2,826.95	\$ 4,442.35

GAMES OF CHANCE REVENUE BREAKDOWN

Seabrook Gaming, LLC	\$ 157,258.00	\$ 17,075.95	\$ 55,040.30	\$ 85,141.75
Seacoast Fundraising, LLC	\$ 204,211.00	\$ 24,190.20	\$ 71,486.00	\$ 108,534.80
<b>TOTALS:</b>	<b>\$ 2,436,787.00</b>	<b>\$ 254,418.45</b>	<b>\$ 853,048.96</b>	<b>\$ 1,329,319.59</b>

SEPTEMBER 2018				
Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 71,323.50	\$ 7,328.60	\$ 24,963.23	\$ 39,031.67
Cheers Poker Room & Casino	\$ -	\$ -	\$ -	\$ -
Concord Bingo Too, LLC	\$ 58,001.00	\$ 6,545.70	\$ 20,300.35	\$ 31,154.95
EESKAY NH, Inc.	\$ 533,375.00	\$ 53,670.60	\$ 186,681.25	\$ 293,023.15
Granite State Poker Alliance, LLC	\$ 203,009.00	\$ 22,574.70	\$ 71,053.15	\$ 109,381.15
HBC Gaming, LLC	\$ 14,231.00	\$ 1,423.10	\$ 4,980.85	\$ 7,827.05
Kymalimi, LLC	\$ 743,171.50	\$ 74,570.90	\$ 260,110.03	\$ 408,490.57
Lebanon Poker Room & Casino, LLC	\$ 67,767.50	\$ 7,032.85	\$ 23,718.63	\$ 37,016.02
New England Gaming & Consulting, LLC	\$ 8,197.00	\$ 1,680.10	\$ 2,868.95	\$ 3,647.95
NHCG, LLC	\$ 126,129.00	\$ 13,341.05	\$ 44,145.15	\$ 68,642.80
Northwoods Casino	\$ 1,409.00	\$ 222.70	\$ 493.15	\$ 693.15
Oceanfront Gaming, Inc.	\$ 90,222.50	\$ 10,037.05	\$ 31,577.88	\$ 48,607.57
Pleasant Street Gaming, LLC	\$ 6,957.00	\$ 695.70	\$ 2,434.95	\$ 3,826.35
Seabrook Gaming, LLC	\$ 125,839.00	\$ 14,846.25	\$ 44,043.65	\$ 66,949.10
Seacoast Fundraising, LLC	\$ 163,885.00	\$ 21,580.50	\$ 57,359.75	\$ 84,944.75
<b>TOTALS:</b>	<b>\$ 2,213,517.00</b>	<b>\$ 235,549.80</b>	<b>\$ 774,730.97</b>	<b>\$ 1,203,236.23</b>

OCTOBER 2018				
Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 60,405.50	\$ 6,123.15	\$ 21,141.93	\$ 33,140.42
Cheers Poker Room & Casino	\$ -	\$ -	\$ -	\$ -
Concord Bingo Too, LLC	\$ 65,699.00	\$ 7,425.65	\$ 22,994.65	\$ 35,278.70
EESKAY NH, Inc.	\$ 508,309.00	\$ 51,118.00	\$ 177,908.15	\$ 279,282.85
Granite State Poker Alliance, LLC	\$ 240,708.00	\$ 25,228.40	\$ 84,247.80	\$ 131,231.80
HBC Gaming, LLC	\$ -	\$ -	\$ -	\$ -
Kymalimi, LLC	\$ 768,515.50	\$ 76,851.55	\$ 268,980.43	\$ 422,683.52
Lebanon Poker Room & Casino, LLC	\$ 55,858.00	\$ 5,999.50	\$ 19,550.30	\$ 30,308.20
New England Gaming & Consulting, LLC	\$ 15,140.00	\$ 1,494.80	\$ 5,299.00	\$ 8,346.20

GAMES OF CHANCE REVENUE BREAKDOWN

NHCG, LLC	\$ 144,045.50	\$ 14,498.40	\$ 50,415.93	\$ 79,131.17
Northwoods Casino	\$ 15,192.00	\$ 1,758.80	\$ 5,317.20	\$ 8,116.00
Oceanfront Gaming, Inc.	\$ 66,953.00	\$ 6,695.30	\$ 23,433.55	\$ 36,824.15
Pleasant Street Gaming, LLC	\$ 5,343.00	\$ 534.30	\$ 1,870.05	\$ 2,938.65
Seabrook Gaming, LLC	\$ 128,881.00	\$ 13,959.70	\$ 45,108.35	\$ 69,812.95
Seacoast Fundraising, LLC	\$ 196,165.00	\$ 21,684.60	\$ 68,657.75	\$ 105,822.65
<b>TOTALS:</b>	<b>\$ 2,271,214.50</b>	<b>\$ 233,372.15</b>	<b>\$ 794,925.09</b>	<b>\$ 1,242,917.26</b>

NOVEMBER 2018				
Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 65,231.50	\$ 6,664.70	\$ 22,831.03	\$ 35,735.77
Cheers Poker Room & Casino	\$ 18,011.00	\$ 2,228.10	\$ 6,303.85	\$ 9,479.05
Concord Bingo Too, LLC	\$ 38,593.00	\$ 6,066.55	\$ 13,507.55	\$ 19,018.90
EESKAY NH, Inc.	\$ 546,612.00	\$ 54,982.80	\$ 191,314.20	\$ 300,315.00
Granite State Poker Alliance, LLC	\$ 265,956.00	\$ 28,243.00	\$ 93,084.60	\$ 144,628.40
HBC Gaming, LLC	\$ -	\$ -	\$ -	\$ -
Kymalimi, LLC	\$ 765,179.00	\$ 76,517.90	\$ 267,812.65	\$ 420,848.45
Lebanon Poker Room & Casino, LLC	\$ 36,891.00	\$ 5,620.40	\$ 12,911.85	\$ 18,358.75
New England Gaming & Consulting, LLC	\$ 15,449.00	\$ 1,566.90	\$ 5,407.15	\$ 8,474.95
NHCG, LLC	\$ 132,663.00	\$ 14,136.25	\$ 46,432.05	\$ 72,094.70
Northwoods Casino	\$ 17,783.00	\$ 2,009.90	\$ 6,224.05	\$ 9,549.05
Oceanfront Gaming, Inc.	\$ 61,533.00	\$ 6,306.35	\$ 21,536.55	\$ 33,690.10
Pleasant Street Gaming, LLC	\$ 3,935.00	\$ 393.50	\$ 1,377.25	\$ 2,164.25
Seabrook Gaming, LLC	\$ 127,350.00	\$ 15,079.95	\$ 44,572.50	\$ 67,697.55
Seacoast Fundraising, LLC	\$ 226,259.00	\$ 25,152.90	\$ 79,190.65	\$ 121,915.45
<b>TOTALS:</b>	<b>\$ 2,321,445.50</b>	<b>\$ 244,969.20</b>	<b>\$ 812,505.93</b>	<b>\$ 1,263,970.37</b>

DECEMBER 2018				
Room	Total Revenue	Total Tax	Total Charity Allocation	Total GOE Retained
Casablanca Casino, LLC	\$ 73,287.00	\$ 7,432.40	\$ 25,650.45	\$ 40,204.15
Cheers Poker Room & Casino	\$ 31,987.50	\$ 3,238.08	\$ 11,195.63	\$ 17,553.79
Concord Bingo Too, LLC	\$ 59,192.00	\$ 7,048.00	\$ 20,717.20	\$ 31,426.80
EESKAY NH, Inc.	\$ 663,448.00	\$ 66,629.40	\$ 232,206.80	\$ 364,611.80
Granite State Poker Alliance, LLC	\$ 294,084.00	\$ 30,311.95	\$ 102,929.40	\$ 160,842.65

GAMES OF CHANCE REVENUE BREAKDOWN

HBC Gaming, LLC	\$ -	\$ -	\$ -	\$ -
Kymalimi, LLC	\$ 840,764.50	\$ 84,076.45	\$ 294,267.58	\$ 462,420.47
Lebanon Poker Room & Casino, LLC	\$ 66,834.00	\$ 6,826.10	\$ 23,391.90	\$ 36,616.00
New England Gaming & Consulting, LLC	\$ 15,779.00	\$ 1,704.80	\$ 5,522.65	\$ 8,551.55
NHCG, LLC	\$ 158,777.50	\$ 16,002.40	\$ 55,572.13	\$ 87,202.97
Northwoods Casino	\$ 12,174.00	\$ 1,444.45	\$ 4,260.90	\$ 6,468.65
Oceanfront Gaming, Inc.	\$ 63,520.50	\$ 6,971.65	\$ 22,232.18	\$ 34,316.67
Seabrook Gaming, LLC	\$ 100,866.00	\$ 11,447.15	\$ 35,303.10	\$ 54,115.75
Seacoast Fundraising, LLC	\$ 161,502.00	\$ 24,521.35	\$ 56,525.70	\$ 80,454.95
<b>TOTALS:</b>	<b>\$ 2,542,216.00</b>	<b>\$ 267,654.18</b>	<b>\$ 889,775.62</b>	<b>\$ 1,384,786.20</b>

JANUARY 2019				
Room	Total Tax	Total Revenue	Total Charity Allocation	Total GOE Retained
Lakes Region Casino	\$ 6,441.45	\$ 62,780.00	\$ 21,973.00	\$ 34,365.55
Cheers Poker Room & Casino	\$ 1,543.05	\$ 11,970.50	\$ 4,189.68	\$ 6,237.77
Keene Casino	\$ 6,913.70	\$ 60,017.00	\$ 21,005.95	\$ 32,097.35
Boston Billiard Club & Casino	\$ 60,913.40	\$ 604,139.00	\$ 211,448.65	\$ 331,776.95
Manchester Poker Room & Casino	\$ 29,795.75	\$ 272,951.00	\$ 95,532.85	\$ 147,622.40
Aces & Eights Casino	\$ -	\$ -	\$ -	\$ -
Chasers Poker Room	\$ 81,414.23	\$ 814,142.25	\$ 284,949.79	\$ 447,778.23
Lebanon Poker Room & Casino	\$ 7,011.70	\$ 68,171.50	\$ 23,860.03	\$ 37,299.77
The Governor's Inn	\$ 1,164.70	\$ 9,915.00	\$ 3,470.25	\$ 5,280.05
The River Casino & Sports Bar	\$ 15,257.80	\$ 151,854.50	\$ 53,149.08	\$ 83,447.62
Northwoods Casino	\$ 1,724.15	\$ 15,423.00	\$ 5,398.05	\$ 8,300.80
Ocean Gaming Casino	\$ 6,041.75	\$ 59,342.50	\$ 20,769.88	\$ 32,530.87
Seabrook Gaming, LLC	\$ 13,967.25	\$ 126,906.00	\$ 44,417.10	\$ 68,521.65
The Poker Room at One Lafayette	\$ 27,456.60	\$ 249,554.00	\$ 87,343.90	\$ 134,753.50
<b>TOTALS:</b>	<b>\$ 259,645.53</b>	<b>\$ 2,507,166.25</b>	<b>\$ 877,508.21</b>	<b>\$ 1,370,012.51</b>

FEBRUARY 2019				
Room	Total Tax	Total Revenue	Total Charity Allocation	Total GOE Retained
Lakes Region Casino	\$ 6,948.90	\$ 69,347.00	\$ 24,271.45	\$ 38,126.65
Keene Casino	\$ 6,584.85	\$ 59,436.00	\$ 20,802.60	\$ 32,048.55

**GAMES OF CHANCE REVENUE BREAKDOWN**

Boston Billiard Club & Casino	\$ 59,246.80	\$ 587,108.00	\$ 205,487.80	\$ 322,373.40
Manchester Poker Room & Casino	\$ 30,062.25	\$ 276,161.00	\$ 96,656.35	\$ 149,442.40
Aces & Eights Casino	\$ -	\$ -	\$ -	\$ -
Chasers Poker Room	\$ 80,962.50	\$ 808,021.50	\$ 282,807.53	\$ 444,251.47
Lebanon Poker Room & Casino	\$ 7,038.60	\$ 65,330.50	\$ 22,865.68	\$ 35,426.22
The Governor's Inn	\$ 1,985.70	\$ 18,864.00	\$ 6,602.40	\$ 10,275.90
The River Casino & Sports Bar	\$ 16,364.60	\$ 162,551.50	\$ 56,893.03	\$ 89,293.87
Northwoods Casino	\$ 1,000.35	\$ 6,780.00	\$ 2,373.00	\$ 3,406.65
Ocean Gaming Casino	\$ 7,304.20	\$ 73,042.00	\$ 25,564.70	\$ 40,173.10
Greyhound Casino & Tavern	\$ 16,701.65	\$ 151,092.00	\$ 52,882.20	\$ 81,508.15
The Poker Room at One Lafayette	\$ 27,515.40	\$ 249,858.00	\$ 87,450.30	\$ 134,892.30
<b>TOTALS:</b>	<b>\$ 261,715.80</b>	<b>\$ 2,527,591.50</b>	<b>\$ 884,657.04</b>	<b>\$ 1,381,218.66</b>

<b>FEBRUARY 2019</b>				
<b>Room</b>	<b>Total Tax</b>	<b>Total Revenue</b>	<b>Total Charity Allocation</b>	<b>Total GOE Retained</b>
Lakes Region Casino	\$ 6,948.90	\$ 69,347.00	\$ 24,271.45	\$ 38,126.65
Keene Casino	\$ 6,584.85	\$ 59,436.00	\$ 20,802.60	\$ 32,048.55
Boston Billiard Club & Casino	\$ 59,246.80	\$ 587,108.00	\$ 205,487.80	\$ 322,373.40
Manchester Poker Room & Casino	\$ 30,062.25	\$ 276,161.00	\$ 96,656.35	\$ 149,442.40
Aces & Eights Casino	\$ -	\$ -	\$ -	\$ -
Chasers Poker Room	\$ 80,962.50	\$ 808,021.50	\$ 282,807.53	\$ 444,251.47
Lebanon Poker Room & Casino	\$ 7,038.60	\$ 65,330.50	\$ 22,865.68	\$ 35,426.22
The Governor's Inn	\$ 1,985.70	\$ 18,864.00	\$ 6,602.40	\$ 10,275.90
The River Casino & Sports Bar	\$ 16,364.60	\$ 162,551.50	\$ 56,893.03	\$ 89,293.87
Northwoods Casino	\$ 1,000.35	\$ 6,780.00	\$ 2,373.00	\$ 3,406.65
Ocean Gaming Casino	\$ 7,304.20	\$ 73,042.00	\$ 25,564.70	\$ 40,173.10
Greyhound Casino & Tavern	\$ 16,701.65	\$ 151,092.00	\$ 52,882.20	\$ 81,508.15
The Poker Room at One Lafayette	\$ 27,515.40	\$ 249,858.00	\$ 87,450.30	\$ 134,892.30
<b>TOTALS:</b>	<b>\$ 261,715.80</b>	<b>\$ 2,527,591.50</b>	<b>\$ 884,657.04</b>	<b>\$ 1,381,218.66</b>

<b>MARCH 2019</b>				
<b>Room</b>	<b>Total Tax</b>	<b>Total Revenue</b>	<b>Total Charity Allocation</b>	<b>Total GOE Retained</b>
Lakes Region Casino	\$ 9,773.05	\$ 97,419.00	\$ 34,096.65	\$ 53,549.30
Keene Casino	\$ 9,726.55	\$ 93,354.00	\$ 32,673.90	\$ 50,953.55



GAMES OF CHANCE REVENUE BREAKDOWN

Boston Billiard Club & Casino	\$ 74,131.20	\$ 736,322.00	\$ 257,712.70	\$ 404,478.10
Manchester Poker Room & Casino	\$ 33,660.75	\$ 322,084.00	\$ 112,729.40	\$ 175,693.85
Aces & Eights Casino	\$ -	\$ -	\$ -	\$ -
Chasers Poker Room	\$ 94,371.90	\$ 943,719.00	\$ 330,301.65	\$ 519,045.45
Lebanon Poker Room & Casino	\$ 9,246.25	\$ 85,777.50	\$ 30,022.13	\$ 46,509.12
The Governor's Inn	\$ 2,003.80	\$ 17,397.00	\$ 6,088.95	\$ 9,304.25
The River Casino & Sports Bar	\$ 17,405.10	\$ 172,659.50	\$ 60,430.83	\$ 94,823.57
Northwoods Casino	\$ 1,895.80	\$ 17,495.00	\$ 6,123.25	\$ 9,475.95
Ocean Gaming Casino	\$ 7,517.15	\$ 74,901.50	\$ 26,215.53	\$ 41,168.82
Greyhound Casino & Tavern	\$ 20,870.05	\$ 188,861.00	\$ 66,101.35	\$ 101,889.60
The Poker Room at One Lafayette	\$ 31,811.00	\$ 290,976.00	\$ 101,841.60	\$ 157,323.40
<b>TOTALS:</b>	<b>\$ 312,412.60</b>	<b>\$ 3,040,965.50</b>	<b>\$ 1,064,337.94</b>	<b>\$ 1,664,214.96</b>

APRIL 2019				
Room	Total Tax	Total Revenue	Total Charity Allocation	Total GOE Retained
Lakes Region Casino	\$ 7,527.30	\$ 74,786.00	\$ 26,175.10	\$ 41,083.60
Keene Casino	\$ 7,188.45	\$ 65,378.00	\$ 22,882.30	\$ 35,307.25
Boston Billiard Club & Casino	\$ 64,859.70	\$ 644,362.00	\$ 225,526.70	\$ 353,975.60
Manchester Poker Room & Casino	\$ 31,561.45	\$ 298,797.00	\$ 104,578.95	\$ 162,656.60
Aces & Eights Casino	\$ -	\$ -	\$ -	\$ -
Chasers Poker Room	\$ 88,878.10	\$ 888,781.00	\$ 311,073.35	\$ 488,829.55
Lebanon Poker Room & Casino	\$ 8,602.85	\$ 82,184.50	\$ 28,764.58	\$ 44,817.07
The Governor's Inn	\$ 1,667.50	\$ 14,760.00	\$ 5,166.00	\$ 7,926.50
The River Casino & Sports Bar	\$ 18,644.31	\$ 185,674.50	\$ 64,986.08	\$ 102,044.11
Northwoods Casino	\$ 1,633.70	\$ 14,014.00	\$ 4,904.90	\$ 7,475.40
Ocean Gaming Casino	\$ 9,971.95	\$ 99,700.50	\$ 34,895.18	\$ 54,833.37
Greyhound Casino & Tavern	\$ 18,393.80	\$ 168,801.00	\$ 59,080.35	\$ 91,326.85
The Poker Room at One Lafayette	\$ 27,447.40	\$ 251,478.00	\$ 88,017.30	\$ 136,013.30
<b>TOTALS:</b>	<b>\$ 286,376.51</b>	<b>\$ 2,788,716.50</b>	<b>\$ 976,050.79</b>	<b>\$ 1,526,289.20</b>

MAY 2019				
Room	Total Tax	Total Revenue	Total Charity Allocation	Total GOE Retained
Aces & Eights Casino	\$ 369.50	\$ 3,965.00	\$ 1,387.75	\$ 2,207.75
Boston Billiard Club & Casino	\$ 65,953.60	\$ 654,616.00	\$ 229,115.60	\$ 359,546.80

GAMES OF CHANCE REVENUE BREAKDOWN

Chasers Poker Room	\$ 89,864.15	\$ 898,641.50	\$ 314,524.53	\$ 494,252.82
Greyhound Casino & Tavern	\$ 24,001.35	\$ 226,220.00	\$ 79,177.00	\$ 123,041.65
Keene Casino	\$ 7,298.50	\$ 67,712.00	\$ 23,699.20	\$ 36,714.30
Lakes Region Casino	\$ 6,797.90	\$ 67,926.00	\$ 23,774.10	\$ 37,354.00
Lebanon Poker Room & Casino	\$ 10,101.85	\$ 95,892.00	\$ 33,562.20	\$ 52,227.95
Manchester Poker Room & Casino	\$ 29,259.80	\$ 261,911.00	\$ 91,668.85	\$ 140,982.35
Northwoods Casino	\$ 1,693.40	\$ 14,342.00	\$ 5,019.70	\$ 7,628.90
Ocean Gaming Casino	\$ 10,848.10	\$ 108,481.00	\$ 37,968.35	\$ 59,664.55
The Governor's Inn	\$ 1,732.60	\$ 14,461.00	\$ 5,061.35	\$ 7,667.05
The Poker Room at One Lafayette	\$ 26,241.05	\$ 238,986.00	\$ 83,645.10	\$ 129,099.85
The River Casino & Sports Bar	\$ 18,422.45	\$ 183,369.00	\$ 64,179.15	\$ 100,767.40
<b>TOTALS:</b>	<b>\$ 292,584.25</b>	<b>\$ 2,836,522.50</b>	<b>\$ 992,782.88</b>	<b>\$ 1,551,155.37</b>

JUNE 2019				
Room	Total Tax	Total Revenue	Total Charity Allocation	Total GOE Retained
Aces & Eights Casino	\$ 1,892.90	\$ 18,929.00	\$ 6,625.15	\$ 10,410.95
Boston Billiard Club & Casino	\$ 60,600.90	\$ 603,165.00	\$ 211,107.75	\$ 331,456.35
Chasers Poker Room	\$ 78,192.95	\$ 781,110.50	\$ 273,388.68	\$ 429,528.87
Concord Casino	\$ 795.70	\$ 7,798.00	\$ 2,729.30	\$ 4,273.00
Greyhound Casino & Tavern	\$ 20,986.50	\$ 196,741.50	\$ 68,859.53	\$ 106,895.47
Keene Casino	\$ 7,836.00	\$ 74,991.00	\$ 26,246.85	\$ 40,908.15
Lakes Region Casino	\$ 7,137.00	\$ 70,893.00	\$ 24,812.55	\$ 38,943.45
Lebanon Poker Room & Casino	\$ 8,269.30	\$ 74,202.00	\$ 25,970.70	\$ 39,962.00
Manchester Poker Room & Casino	\$ 27,211.80	\$ 255,197.00	\$ 89,318.95	\$ 138,666.25
Northwoods Casino	\$ 2,227.00	\$ 21,285.00	\$ 7,449.75	\$ 11,608.25
Ocean Gaming Casino	\$ 11,772.00	\$ 117,720.00	\$ 41,202.00	\$ 64,746.00
The Governor's Inn	\$ 1,251.70	\$ 10,048.00	\$ 3,516.80	\$ 5,279.50
The Poker Room at One Lafayette	\$ 23,218.70	\$ 212,326.00	\$ 74,314.10	\$ 114,793.20
The River Casino & Sports Bar	\$ 16,301.30	\$ 161,676.00	\$ 56,586.60	\$ 88,788.10
<b>TOTALS:</b>	<b>\$ 267,693.75</b>	<b>\$ 2,606,082.00</b>	<b>\$ 912,128.71</b>	<b>\$ 1,426,259.54</b>

JULY 2019				
Room	Total Tax	Total Revenue	Total Charity Allocation	Total GOE Retained
Aces & Eights Casino	\$ 5,235.90	\$ 51,079.00	\$ 17,877.65	\$ 27,965.45

GAMES OF CHANCE REVENUE BREAKDOWN

Boston Billiard Club & Casino	\$ 58,390.60	\$ 579,361.00	\$ 202,776.35	\$ 318,194.05
Chasers Poker Room	\$ 55,469.80	\$ 549,902.50	\$ 192,465.88	\$ 301,966.82
Concord Casino	\$ 2,208.20	\$ 22,082.00	\$ 7,728.70	\$ 12,145.10
Greyhound Casino & Tavern	\$ 19,792.70	\$ 149,333.00	\$ 52,266.55	\$ 77,273.75
Keene Casino	\$ 6,196.50	\$ 47,332.00	\$ 16,566.20	\$ 24,569.30
Lakes Region Casino	\$ 6,836.15	\$ 65,784.50	\$ 23,024.58	\$ 35,923.77
Lebanon Poker Room & Casino	\$ 9,895.05	\$ 93,016.50	\$ 32,555.78	\$ 50,565.67
Manchester Poker Room & Casino	\$ 26,094.40	\$ 246,186.00	\$ 86,165.10	\$ 133,926.50
Northwoods Casino	\$ 2,339.40	\$ 22,064.00	\$ 7,722.40	\$ 12,002.20
Ocean Gaming Casino	\$ 15,248.20	\$ 148,354.53	\$ 51,924.09	\$ 81,182.24
The Governor's Inn	\$ 1,180.30	\$ 9,864.00	\$ 3,452.40	\$ 5,231.30
The Poker Room at One Lafayette	\$ 21,808.60	\$ 195,229.00	\$ 68,330.15	\$ 105,090.25
The River Casino & Sports Bar	\$ 11,537.40	\$ 114,466.00	\$ 40,063.10	\$ 62,865.50
<b>TOTALS:</b>	<b>\$ 242,233.20</b>	<b>\$ 2,294,054.03</b>	<b>\$ 802,918.93</b>	<b>\$ 1,248,901.90</b>