

MARCH 2021

**SCIENTIFIC GAMES RESPONSE TO
NEW YORK STATE
GAMING COMMISSION**

**REQUEST FOR PROPOSALS FOR
NEW YORK LOTTERY,
VIDEO LOTTERY GAMES (C202017)**

**LOT 1, VOLUME 2-
TECHNICAL PROPOSAL**



**Gaming
Commission**

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Section 1 Transmittal Letter



March 19, 2021

Stacey Relation
Contract Management Specialist III
New York State Gaming Commission
One Broadway Center
Schenectady, New York 12305

Re: Scientific Games – Request for Proposals – Video Lottery Terminals – New York Lottery

Dear Stacey Relation:

We at Scientific Games (SG) are excited to continue evolving our progressive partnership with the New York State Gaming Commission. The opportunities you have afforded SG to cement our VLT strategy are genuinely appreciated and will pay dividends for years to come! Thank you for considering SG’s VLT vision in this response.

Scientific Games – Interest Statement: SG Gaming, Inc. dba Scientific Games is licensed in numerous commercial and tribal jurisdictions throughout the world, including various video lottery jurisdictions such as the New York Lottery, Delaware State Lottery, Rhode Island Lottery and Oregon Lottery, among other jurisdictions. Being licensed as a gaming manufacturer and provider of gaming machines and software is a privilege that Scientific Games, through its 85+ years, has been diligent in its compliance and adherence to regulatory and product standards. Scientific Games is also proud of its historical partnership with the New York Lottery since inception of the VLT program.

Scientific Games tender demonstrates our continued and renewed interest in providing industry leading product and our proven New York operation teams under the RFP. Scientific Games has responded to all sections and will comply with the requirements as set forth in the RFP.

For questions regarding the proposal, please contact the following individual:

Mike Caloiaro
6601 S. Bermuda Road
Las Vegas, NV 89119

We have attached for review Scientific Games complete response to the RFP and related materials and documentation. The proposal will remain valid for at least eighteen (18) months from the due date of the proposals.

Scientific Games is pleased to tender to this RFP and seeks to continue to provide its entertaining and high earning VLT products to the New York Lottery.

Sincerely,

Bob Parente
Chief Revenue Officer, Gaming
Scientific Games Corporation

Scientific Games
6601 S. Bermuda Road Las Vegas, NV 89119

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Section 2 Attachment 1: Bidder Acknowledgement of Addendum



Attachment 1

RFP: C202017 – New York Lottery Video Lottery Games

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: One
 Date Issued: February 23, 2021

Summary:

The Commission hereby amends the Schedule of Events as follows (changes made in red):

Schedule of Events

The following dates are established for informational and planning purposes. The New York State Gaming Commission reserves the right to adjust this schedule, in its sole discretion.

RFP Issued	February 5, 2021
Bidders' First Questions Due	February 17, 2021, by 3:00 p.m.
Commission Responses to First Questions	February 23, 2021
Bidders' Second Questions Due	February 24, 2021, by 3:00 p.m.
Commission Responses to Second Questions	March 1, 2021
Bidders' Third Questions Due	March 3, 2021, by 3:00 p.m.
Commission Responses to Third Questions	March 8, 2021
Primary Bidders' Proposals Due	March 19, 2021, by 3:00 p.m.
Contract Start Date	July 1, 2021

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: SG Gaming, Inc.

REPRESENTATIVE SIGNATURE: [Signature]

RFP C202017 – Amendment 2

March 1, 2021

Attachment 1



RFP: C202017 – New York Lottery Video Lottery Games

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: Two

Date Issued: March 1, 2021

Summary:

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: SG Gaming Inc.

REPRESENTATIVE SIGNATURE: [Handwritten Signature]

RFP C202017 – Amendment 3

March 8, 2021

Attachment 1



RFP: C202017 – New York Lottery Video Lottery Games

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: Three

Date Issued: March 8, 2021

Summary:

Questions and answers are attached.

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: SG Gaming, Inc.

REPRESENTATIVE SIGNATURE: Robert J. Valente

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Section 3 Attachment 3: Document Submittal Checklist



Gaming Commission

One Broadway Center, Schenectady, NY 12305
www.gaming.ny.gov

Attachment 3 – C202017

RFP – C202017 New York Lottery Video Lottery Games

DOCUMENT SUBMITTAL CHECKLIST

Submissions Required with Proposal:

Description of Document	RFP	Submittal Requirements	Checklist
Transmittal Letter	§4.2 §4.3	With Proposal	✓
Bidder Acknowledgement of Addendum (Attachment 1)	§1.12	With Proposal, if applicable	✓
Document Submittal Checklist (Attachment 3)	§4.2 §4.3	With Proposal	✓
Contract Form (Appendix B) (incorporates Appendix A)	§2.2	Must be signed—With Proposal	✓
Bidder/Offeree Disclosure/Certification Form (Appendix C)	§1.11	With Proposal	✓
Non-Collusive Bidding Certification (Appendix D)	§1.1	With Proposal	✓
NYS Vendor Responsibility Questionnaire (Appendix E)	§1.14	With Proposal, unless filed online	✓
Encouraging Use of New York State Businesses in Contract Performance (Appendix I)	§2.22	With Proposal	✓
Work Force Employment Staffing Plan (Appendix J-2)	§2.18	With Proposal	✓
MWBE Utilization Plan Form (Appendix J-4) <ul style="list-style-type: none"> Proposed Plan 	§2.18	Proposed plan, including estimated percentage—With Proposal	Waiver ✓
Diversity Practices Questionnaire (Appendix K)	§4.2 §4.3	With Proposal	✓
Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses (Appendix L)	§2.19	With Proposal	Waiver ✓
Vendor Assurance of No Conflict of Interest or Detrimental Effect (Appendix M)	§1.20	With Proposal	✓
Statement on Sexual Harassment (Appendix N)	§1.23	With Proposal	✓


Section 3 Attachment 3: Document Submittal Checklist

Anti-Discrimination EO 177 Certification (Appendix O)	§1.24	With Proposal	✓
Insurer Qualifications and Insurance Requirements (Appendix P) <ul style="list-style-type: none"> Compliance Statement 	§2.15	Include a statement of compliance with the insurer qualifications and insurance requirement—With Proposal	✓
Bond Requirements (Appendix Q)	§2.16	With Proposal and upon award (See Appendix Q)	✓
Video Lottery Gaming Application For Agent/Vendor (Appendix S)	§4.2 §4.3	With Proposal	N/A - Already a licensed vendor
Designation of Proprietary Information (FOIL)	§1.15	With Proposal	✓
Disclosure of Litigation	§1.19	With Proposal	✓
References	§4.2 §4.3	With Proposal	✓
Technical & Pricing Proposals	§4.2 §4.3	Submit Technical and Pricing Proposals Separately as Defined in RFP	✓

Submissions Required Subsequent to Award:

Description of Document	RFP	Submittal Requirements	Checklist
Substitute Form W-9 (Appendix F)	§2.2	Upon notification of award	
Electronic Payment (ePayment) Request (Appendix G)	§2.13	Upon notification of award	
ST-220 Contractor Certification forms (Appendix H) <ul style="list-style-type: none"> ST220-TD (submit to DTF) ST220-CA (submit to Commission) 	§2.14	Within seven calendar days of notification of award	
EEO and M/WBE Program Equal Employment Opportunity Policy Statement (Appendix J)	§2.18	Within 72 hours of notice of award	
Workforce Employment Periodic Report (Appendix J-3)	§2.18	Quarterly	
MWBE Utilization Plan Form (Appendix J-4)	§2.18	Within 14 days after notification of award	
MWBE Quarterly Subcontracting/Supplier Activity Report (Appendix J-5)	§2.18	Within 10 days following the end of the previous quarter	
Insurer Qualifications and Insurance Requirements (Appendix P)	§2.15	Upon notification of award provide insurance certificates	

FIRM NAME: SG Gaming, Inc.

REPRESENTATIVE SIGNATURE: 

Section 4 Appendix B: Signed Contract Form, 2.2

Appendix B-1: Signed Contract for Lot 1 (As amended March 8, 2021)

Appendix B-1

VIDEO LOTTERY TERMINALS, GAMES, SOFTWARE AND MAINTENANCE C_____

THIS AGREEMENT made this _____ day of _____, 20__ by and between the NEW YORK STATE GAMING COMMISSION, an executive agency of the State of New York having an office at One Broadway Center, Post Office Box 7500, Schenectady, New York 12301-7500 (the "Commission"), and [Contractor], having an office at [address] (the "Contractor").

WHEREAS the Commission issued a Request for Proposals ("RFP") on February 1, 2021 soliciting proposals from qualified firms to provide a Video Lottery Terminals, Games, Software and Maintenance, and clarified the requirements of the RFP with questions and answers dated February 23, 2021, March 1, 2021 and March 8, 2021 (collectively, the "RFP"); and

WHEREAS the Contractor submitted a Technical Proposal and a Pricing Proposal for Lot 1 (Primary Supplier) dated [_____, 2021] (collectively, the "Proposal"), which was deemed to be the Best Value, from among competing proposals by the Commission's evaluation team;

WHEREAS Lot 1 provides the Contractor an award to supply at least 25 percent of the Video Lottery Terminals ("VLTs") at licensed facilities in the state of New York (the "licensed Video Lottery Gaming facilities") in exchange for a guarantee that the Contractor will supply up to 50 percent of the VLTs required at the licensed Video Lottery Gaming facilities if required subject the restrictions and requirements contained within the RFP;

-1-

Loose notarial certificate attached

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. The Contractor agrees to provide the Commission with a VLTs, games, software and maintenance in connection with the operation of video lottery program at licensed Video Lottery Gaming facilities, as more fully set forth in the RFP and the Proposal. Both the RFP and the Proposal are hereby incorporated into this Contract with the same force and effect as if they were fully set forth herein.
2. Term. This Contract shall be effective July 1, 2021 through December 31, 2029.
3. Regulations. Contractor agrees to familiarize itself with the regulations issued by the Commission concerning the operation of video lottery gaming within the State and to comply with same.
4. Licensing. Contractor agrees to submit to licensing procedures established by the Commission and recognizes that satisfactory licensing is a condition of successful performance of the Contract. Failure to maintain the required license shall be cause for termination of the Contract.
5. Financial Arrangements.
 - a. Compensation. In full consideration for all goods and services specified in the RFP and the Proposal, the Commission agrees to pay, and the Contractor agrees to accept, compensation in accordance with the prices set forth in the Proposal, unless otherwise stated herein. No minimum amount is guaranteed by this Contract and the Contractor shall not have any right to make a claim therefore. Expenditures under this Contract shall not exceed [XXXXXXXX].
 - i. For purposes New York State Finance Law and Article 34 of the New York State Tax Law, the goods and services specified in the RFP and the Proposal

qualify the Contractor to be considered a “licensed lottery sales agent” a “licensed lottery retailer” or a “retailer” as that term is used in Article 34 of the New York State Tax Law, permitting the compensation for services through the retention of a portion of sales revenue.

- ii. The Commission shall each week utilize video lottery central system reports to calculate the amount of net win and the compensation due and owing to the Contractor consistent with the schedule provided by the Contractor in its Pricing Proposal. Upon verification of amounts, the Commission will direct payment to the Contractor either (a) by the Commission directly or (b) by the Video Lottery Facility from lottery receipts through ACH processing. The Commission understands and agrees that it shall be responsible for the Video Lottery Facility’s failure to make payment to Contractor as provided herein and that it shall pay Contractor directly in event of such failure.
- iii. Cost for Additional Options. The Contractor shall obtain written affirmation from a Video Lottery Gaming Facility accepting the financial responsibility to reimburse the Commission for all costs exceeding the “Average Base Compensation Rate” as defined within the RFP prior to delivery of any options selected by the licensed Video Lottery Gaming Facility. The Commission will not compensate the Contractor for the cost of any options without proof of such affirmation.
 - b. Liquidated Damages.
 - i. The Commission may, in its discretion, deduct liquidated damages from the compensation otherwise due to the Contractor when the circumstances which give rise to a claim for liquidated damages exist. There may be occurrences whereby, in its sole judgement, the Commission determines not to assert its right

to claim liquidated damages, and such determination shall not be precedential or prejudice the Commission's option to assert such right in the future.

- ii. The parties agree that the assessment will be made per occurrence for the liquidated damages described in Section 2.17 of the RFP. The parties further agree that the failures described in Section 2.17 of the RFP may result in loss of revenues to the State of New York far in excess of the amount contained in Paragraph A(4) of Section 2.17 and, therefore, liquidated damages claimed for such failures would not necessarily be limited to damages per occurrence. In that instance, the measure of liquidated damages for failures described in Section 2.17 of the RFP shall be the amount of lost revenue to the State of New York reasonably estimated from historical data. For the purposes of this Contract, lost revenue to the State of New York shall be equal to the portion of net proceeds due to education aid, which shall be calculated as total credits played, less credits won, less promotional credits, less sales agent commissions and less administrative and operating expenses of the Commission applicable to the number of video lottery terminals for a comparable period in question. Damages are assessed when the liquidated damages bear a reasonable proportion to actual losses sustained as a result of Contractor's conduct.
- iii. The Commission shall send written notice of such failure to the Contractor within 30 days of the occurrence. Failure to send such notice constitutes a waiver of any and all liquidated damages with regards to the occurrence.

6. Consent. The Commission agrees that its consent to the Contractor's assignment of its interest and obligations under the Contract shall not be withheld unreasonably.

7. Approvals Required. This Contract, and any extension of the term of this Contract or any amendment of the provisions of this Contract, shall not be effective and binding upon the

Commission, the State of New York, or the Contractor unless and until approved by the New York State Attorney General and the State Comptroller. The Commission agrees to exercise its best efforts to obtain such approval.

8. Mutual Cooperation. The objectives of this Contract include maximizing the net proceeds to the State of New York from video lottery gaming at reasonable rates of compensation to Contractor through the installation and use of a video lottery terminals, games and software as more fully described in the RFP and the Proposal. The parties agree to cooperate fully and in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish these objectives. Contractor agrees to commit to the level and quality of staffing as specified in its Proposal, and to submit quarterly reports to the Commission specifying current staffing levels, personnel, vacancies and plan for filling vacancies.

9. Contractor's Proprietary Rights. The Commission acknowledges the Contractor's proprietary and intellectual property rights in and to Contractor's hardware, system specifications and details set forth in the Proposal and the software heretofore and hereafter created by Contractor for operation of the system on hardware of both the Contractor and the Commission. The Commission further acknowledges that such rights shall survive the expiration or termination of this Contract and agrees to maintain the confidentiality thereof to the extent allowed by law and to render such reasonable assistance as may be necessary to protect and preserve Contractor's interests therein.

11. Limitation of Contractor's Lobbying Activities. Contractor agrees to abide by all applicable rules, regulations and laws relating to its lobbying activities in New York. In addition, Contractor agrees to provide, during the term of this Contract or any extensions thereof, written notification, updated quarterly, to the Commission specifying the name, business address and telephone number of any lobbyist, as that term is defined in Section 1-C of the New York State Lobbying Act (New York State Legislative Law Article 1-A) employed or hired to represent the

Contractor within the State of New York on Commission issues. Failure to provide this information to the Commission will constitute a material breach of the terms of this Contract and be cause for termination.

12. Communication and Contracts. Contractor shall enter into and maintain only authorized communication in regard to the goods and services provided pursuant to this contract with other contractors supplying goods and services to the Commission in furtherance of video lottery gaming within New York State. Contractor agrees to forego entry into any contracts other than this Contract to perform services or supply goods in furtherance of video lottery gaming in New York State unless otherwise approved in writing by the Commission.

13. Termination and Suspension.

(a) The Commission shall have the right to terminate this Contract for convenience or for any of the following causes:

- (i) a material breach by the Contractor of any of the provisions of this Contract;
- (ii) a determination by a court of competent jurisdiction that the Contractor is bankrupt or insolvent;
- (iii) a good faith determination by the Commission that continuation of the Contract could place the integrity of the Commission in jeopardy; or
- (iv) a conviction of the Contractor or any of its directors, officers, or employees of any criminal offense connected to the Contractor's business which, in the sole reasonable opinion of the Executive Director of the Commission, would be prejudicial to public confidence in the New York Lottery or the Commission.
- (v) Grounds for Cancellation. Upon the refusal by a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, or the organized crime task force in the department of law, which is empowered to compel the attendance of witnesses and examine them under oath,

to testify in an investigation, concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the state or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that any and all contracts made with the state or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the state without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the state for goods delivered or work done prior to the cancellation or termination shall be paid.

(b) In the event that the Commission decides to exercise the right to terminate this Contract for cause, the Commission shall give the Contractor written Notice of Intention to Terminate for Cause ("Notice"). Such Notice shall state clearly and specifically the cause for which termination is sought, and the Contractor shall be entitled to a period of thirty (30) days from receipt of such Notice to correct or cure the cause so described to the reasonable satisfaction of the Commission in which case such Notice shall be deemed withdrawn and a nullity. If termination is sought because of a criminal conviction as described in subparagraph (iv) of Paragraph (a) of this section

14, the cause for termination shall be deemed to be cured if the Contractor causes or obtains the dismissal, resignation, retirement, or other removal of the person convicted of such offense during such thirty (30) day period.

(c) The Commission reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State's State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, the Commission may exercise its termination right by providing written notice to the Contractor in accordance with the written notice terms of this Contract.

(d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Commission officials or staff, the Contract may be terminated by the Executive Director or his or her designee at the Contractor's expense where the Contractor is determined by the Executive Director or his or her designee to be non-responsible or nonresponsible. In such event, the Executive Director or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

(e) The Executive Director of the Commission or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Executive Director of the Commission or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

15. Conflict of Interest.

(a) The Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with the State of New York, that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering services.

(b) The Contractor hereby reaffirms the attestations made in its Proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Contract. The Contractor shall have a duty to notify the Commission immediately of any actual or potential conflicts of interest.

(c) In conjunction with any subcontract under this CONTRACT, the Contractor shall obtain and deliver to the Commission, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Commission a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

(d) The Commission and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. The Commission will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the Commission, a real or potential conflict of interest cannot be cured.

16. Ticket Purchase and Prize Payment Restrictions. No officer or employee of the Contractor or employee of any subcontractor who is directly involved in game development, has access to game terminals, components that could impact game terminal performance or sensitive information regarding game terminals or software, and no person residing in the same household of such officer or employee shall purchase a New York Lottery video lottery ticket or be paid a prize in any New York Lottery video lottery game. The Contractor shall ensure that this requirement is made known to each officer and employee of the Contractor and any subcontractor. "Subcontractor" is defined as those who play a major role in providing video lottery games and who are employed by the Contractor during the life of the Contract.

17. Confidentiality and Non-Disclosure.

(a) For the purposes of this section, "Confidential Information" means any information not generally known to the public, whether oral or written, that the Commission identifies as confidential and discloses to the Contractor so that the Contractor can provide services to the Commission pursuant to this Contract. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Commission deems confidential. The Commission will identify written Confidential Information by marking it with the word "Confidential" and will identify oral Confidential Information as confidential at the time of disclosure to the Contractor.

(b) Confidential Information does not include information that, at the time of Commission's disclosure to the Contractor:

(i) is already in the public domain or becomes publicly known through no act of the Contractor;

- (ii) is already known by the Contractor free of any confidentially obligations;
- (iii) is information that the Commission has approved in writing for disclosure; or
- (iv) is required to be disclosed by the Contractor pursuant to law or applicable professional standards, so long as the Contractor provides the Commission with notice of such disclosure requirement and an opportunity to defend prior to any such disclosure.

(c) The Contractor may use Confidential Information solely for the purposes of providing services to the Commission pursuant to this Contract. The Contractor shall not make copies of any written Confidential Information except as necessary to perform the services required by this Contract, without the express written permission of the Commission. The Commission's disclosure of Confidential Information to the Contractor shall not convey to the Contractor any right or interest in such Confidential Information and the Commission shall retain all right and title to such Confidential Information at all times.

(d) The Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. The Contractor shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Contractor uses to maintain its own confidential information.

(e) Upon written request by the Commission, the Contractor shall return all written Confidential Information to the Commission.

18. Records Retention. Records required by this Contract to be retained by the Contractor shall be retained for the periods specified in Appendix A, attached hereto. Such records may be retained in their original form or in any other reliable and readily retrievable format, at the option of the Contractor.

19. Notices. All notices required by this Contract shall be sufficient if in writing and sent by certified mail return receipt requested and all other communications shall be sufficient if

communicated in writing to the following addresses or to such other addresses as may be designated from time to time by the parties in writing:

(a) As to the Commission:

Executive Director
New York State Gaming Commission
One Broadway Center
Post Office Box 7500
Schenectady NY 12301-7500

(b) As to the Contractor:

Contact:
Company Name:
Address:

20. Liability and Indemnification. The Contractor shall be responsible for all damages to life and property due to the activities of the Contractor, as well as the activities of the subcontractors (if any), agents or employees of the Contractor in connection with the performance of services under this Contract. The Contractor shall indemnify, defend, and save harmless the Commission and the State of New York, and their officers, employees, agents, assigns and retailers from and against any and all third party claims, liabilities, losses, damages, costs, or expenses, including reasonable attorneys' fees, which may be incurred, suffered, or required in whole or in part by an actual or alleged act or omission of:

- (a) the Contractor, its officers, employees, agents, successors and assigns,
and/or
- (b) a Subcontractor, its officers, employees, agents, successors and assigns.

21. Relationship. The relationship of the Contractor to the Commission arising out of this Contract shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission or the State of New York, and that it will not make any claim, demand or application for any right or

privilege applicable to an officer or employee of the Commission or the State of New York, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. All personnel of the Contractor shall be within the employ of the Contractor only or shall be duly contracted subcontractors of the Contractor, which alone shall be responsible for their work, the direction thereof, and their compensation. Nothing in this Contract shall impose any liability or duty on the Commission or the State, of New York on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, for taxes of any nature, including, but not limited to, unemployment insurance and workers' compensation insurance, and the Contractor hereby agrees to indemnify and hold harmless the Commission and the State of New York against any such liabilities.

22. Force Majeure. A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. As herein used, "Force Majeure" means fire, explosion, action of the elements, governmental interference, rationing or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent.

Neither the Contractor nor the Commission shall be liable to the other for any delay in or failure of performance under the Contract resulting from this RFP due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute a default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Commission to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

23. Documents Incorporated. Appendix A, Standard Clauses for New York State Contracts, dated October 2019, the RFP, and the Proposal are hereby incorporated herein and made a part hereof.

24. Order of Precedence. Any conflict between the provisions of this Contract and the documents incorporated herein shall be resolved according to the following order of precedence, from the highest to the lowest:

- (a) Appendix A – Standard Clauses for New York State Contracts;
- (b) Any amendments to the Contract;
- (c) Contract and appendices;
- (d) Request for Proposal and any clarifying responses by the Commission;
- (e) Vendor Proposal and any clarifying responses by the vendor.

25. Miscellaneous Provisions.

(a) A waiver of enforcement of any provision of this Contract shall not constitute a waiver of any other provision of this Contract nor shall it preclude the affected party from subsequently enforcing such provision.

(b) This instrument and the documents incorporated herein represent the entire agreement between the Commission and the Contractor, and no modification thereof shall be binding unless the same is in writing and signed by the parties.

(c) The headings contained in this Contract are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Contract.

(d) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Director of the Commission or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CONTRACTOR

NEW YORK STATE
GAMING COMMISSION

By: *Robert J. Yacinto*
Title: EVP & CRO
Date: March 10, 2021

By: _____
Title: _____
Date: _____

ATTORNEY GENERAL

COMPTROLLER
Thomas P. DiNapoli

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Acknowledgement

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF _____)

) ss.:

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION

STATE OF _____)

) ss.:

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

Notary Public

ACKNOWLEDGEMENT BY CORPORATION

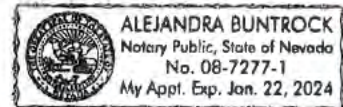
STATE OF Nevada)

) ss.:

COUNTY OF Clark)

On this 10th day of March, in the year 2021, before me personally came Robert Parente, to me known, who, being by me duly sworn did depose and say that he/she resides in Las Vegas, Nevada; that he/she is the EVP & COO of the SG Gaming, Inc., the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he he/she signed his/her name thereto by like order.

Alejandra Buntrock



This Notarial Certificate is attached to a VLT Agreement (Appendix B-1)



Appendix B-1

Notary Public



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Section 5 Designation of Proprietary Information, 1.15

NOTE

For clarity this section includes text from the New York State Gaming Commission RFP for New York Lottery, Video Lottery Games C202017 with Scientific Games' response in the appropriate section in blue.

1.15 DESIGNATION OF PROPRIETARY INFORMATION

During the evaluation process, the content of each Proposal will be held in confidence and details of any Proposal will not be revealed (except as may be required under the New York State Freedom of Information Law ("FOIL") or other State law). FOIL provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause substantial injury to the competitive position of a commercial enterprise. This exception applies both during and after the evaluation process.

If you believe your Proposal contains any such trade secrets or other Confidential Information, you must submit a request with your Proposal to exempt such information from disclosure. Such request must: (a) identify the specific material in the Proposal you believe should be exempt from disclosure; (b) identify the location (section, page number) of such material; and (c) state the reasons why the information should be exempt from disclosure.

Requests for exemption of the entire contents of a Proposal from disclosure have generally not been found to be meritorious and are discouraged. Please limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your business.

Upon receipt of proprietary designations, the Commission's legal staff, as directed by the Designated Contacts, will review each designation and communicate with the Bidder in the determination of such designation. The designation shall not become final until accepted by the Commission via formal letter. Once the designation is final, the Bidder will be required to submit a redacted version of the Proposal consistent with the accepted designation. The redacted version will be the material that is released upon a FOIL request.

SG requests that the following information be exempt from disclosure:

Table 1 Confidential and Proprietary Information to Exempt from Disclosure

Exempt Material	Location (Section, Page Number)	Reason
Section 1: Transmittal Letter entire section	Section 1: Transmittal Letter on page 7	Disclosure would cause substantial injury to competitive position.
Section 2: Attachment 1: Bidder Acknowledgement of Addendum entire section	Section 2: Attachment 1: Bidder Acknowledgement of Addendum on page 9	Disclosure would cause substantial injury to competitive position.
Section 3: Attachment 3: Document Submittal Checklist entire section	Section 3: Attachment 3: Document Submittal Checklist on page 13	Disclosure would cause substantial injury to competitive position.
Section 4: Appendix B: Signed Contract Form, 2.2 entire section	Section 4: Appendix B: Signed Contract Form, 2.2 on page 15	Disclosure would cause substantial injury to competitive position.
<ul style="list-style-type: none"> ▪ Section 4, Appendix B-1: Signed Contract for Lot 1 (As amended March 8, 2021) entire section 	Section 4, Appendix B-1: Signed Contract for Lot 1 (As amended March 8, 2021) on page 15	Disclosure would cause substantial injury to competitive position.
Section 5: Designation of Proprietary Information, 1.15 entire section	Section 5: Designation of Proprietary Information, 1.15 on page 33	Disclosure would cause substantial injury to competitive position.
Section 6: Disclosure of Litigation and Other Information (1.19) entire section	Section 6: Disclosure of Litigation and Other Information (1.19) on page 35	Disclosure would cause substantial injury to competitive position.
Section 7: Appendix M: Conflict of Interest Disclosure (1.20) entire section	Section 7: Appendix M: Conflict of Interest Disclosure (1.20) on page 41	Disclosure would cause substantial injury to competitive position.
Section 8: Certifications and Representations entire section	Section 8: Certifications and Representations on page 43	Disclosure would cause substantial injury to competitive position.

Section 5 Designation of Proprietary Information, 1.15

Table 1 Confidential and Proprietary Information to Exempt from Disclosure (continued)

Exempt Material	Location (Section, Page Number)	Reason
▪ Section 8, Appendix C: Bidder/Offerer Disclosure/Certification Form (1.11) entire section	Section 8, Appendix C: Bidder/Offerer Disclosure/Certification Form (1.11) on page 45	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Appendix D: Non-Collusive Bidding Certification (1.1) entire section	Section 8, Appendix D: Non-Collusive Bidding Certification (1.1) on page 46	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Appendix E: NYS Vendor Responsibility Questionnaire (1.14) entire section	Section 8, Appendix E: NYS Vendor Responsibility Questionnaire (1.14) on page 47	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Appendix I: Encouraging Use of New York State Businesses in Contract Performance (2.22) entire section	Section 8, Appendix I: Encouraging Use of New York State Businesses in Contract Performance (2.22) on page 58	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Appendix J-2: Work Force Employment Staffing Plan (2.18) entire section	Section 8, Appendix J-2: Work Force Employment Staffing Plan (2.18) on page 60	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Appendix J-4: MWBE Utilization Plan Form (2.18) entire section	Section 8, Appendix J-4: MWBE Utilization Plan Form (2.18) on page 61	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Appendix L: Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses (2.19) entire section	Section 8, Appendix L: Participation Opportunities for New York State Service- Disabled Veteran Owned Businesses (2.19) on page 63	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Appendix N: Statement on Sexual Harassment (1.23) entire section	Section 8, Appendix N: Statement on Sexual Harassment (1.23) on page 67	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Appendix O: Anti-Discrimination EO 177 Certification (1.24) entire section	Section 8, Appendix O: Anti-Discrimination EO 177 Certification (1.24) on page 68	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Appendix P: Insurer Qualifications and Insurance Requirements (2.15) entire section	Section 8, Appendix P: Insurer Qualifications and Insurance Requirements (2.15) on page 69	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Appendix Q: Bond Requirements (2.16) entire section	Section 8, Appendix Q: Bond Requirements (2.16) on page 70	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Appendix S: Video Lottery Gaming Application For Agent/Vendor (4.2, 4.3) entire section	Section 8, Appendix S: Video Lottery Gaming Application For Agent/Vendor (4.2, 4.3) on page 84	Disclosure would cause substantial injury to competitive position.
▪ Section 8, Certification of Availability of Parent Company Resources (4.2.1.b(2)) entire section	Section 8, Certification of Availability of Parent Company Resources (4.2.1.b(2)) on page 85	Disclosure would cause substantial injury to competitive position.
Section 9: Response to Specifications entire section	Section 9: Response to Specifications on page 87	Disclosure would cause substantial injury to competitive position.
▪ Section 9, Part 1 – General Information entire section	Section 9, Part 1 – General Information on page 88	Disclosure would cause substantial injury to competitive position.
▪ Section 9, Part 2 – Provisions entire section	Section 9, Part 2 – Provisions on page 101	Disclosure would cause substantial injury to competitive position.
▪ Section 9, Part 3 – Scope of Work entire section	Section 9, Part 3 – Scope of Work on page 123	Disclosure would cause substantial injury to competitive position.
▪ Section 9, Part 4 – Proposal Response entire section	Section 9, Part 4 – Proposal Response on page 168	Disclosure would cause substantial injury to competitive position.
▪ Section 9, Part 5 – Evaluation and Selection entire section	Section 9, Part 5 – Evaluation and Selection on page 171	Disclosure would cause substantial injury to competitive position.
▪ Section 9, Appendix 9B – Product Catalog (3.4) for Lot 1 entire section	Section 9, Appendix 9B – Product Catalog (3.4) for Lot 1 on page 180	Disclosure would cause substantial injury to competitive position.
▪ Section 9, Appendix 9A – Bill Acceptor Specifications Example entire section	Section 9, Appendix 9A – Bill Acceptor Specifications Example on page 176	Disclosure would cause substantial injury to competitive position.

Section 6 Disclosure of Litigation and Other Information (1.19)

The SG Gaming, Inc. (aka Bally Gaming, Inc.) open litigation report as of February 24, 2021 begins on the following page.

Section 6 Disclosure of Litigation and Other Information (1.19)

SG Gaming, Inc. (fka Bally Gaming, Inc.)
Open Litigation Report
as of 2/24/2021

Case Caption	Filing Date	Court	Docket Number	Summary	Regulatory Suit
Bally Gaming, Inc. ("BGI") v. World Games 777, C.A.7, Inversiones Reyna Puerto Ordaz, C.A., Inversiones Inversiones Dida, C.A., Inversiones AMG de Venezuela, Euxon Inversiones Turisticas, C.A. and Comarsa De Juegos, C.A.	09/07/2003	Bolivarian Republic of Venezuela in its name the Second Appellate Court for Civil, Mercantile, Transit, and Banking Matters of the Judicial Circumscription of the Metropolitan area of Caracas Eighth Civil Court of Caracas, Venezuela	AP71-R-2013-000916 1609	Customer Collection: Bally is seeking to collect \$1.8 million from World Games, 777, C.A. and also to recover certain gaming machines delivered to World Games.	Pleadings under submit
Bally Gaming, Inc. v. World Games 777, C.A.	04/21/2004	Third Civil Court of Caracas, Venezuela	27326	Customer Collection: Bally is attempting to recover \$491,367 under from a note and invoice to Defendant relating to the sale of 66 slot machines.	Underlying case and app pending.
Bally Gaming, Inc. ("BGI") and WMS v. Casino Central Gaming / Producciones Moviles	TBD	Mexico City	TBD	Bally and WMS will initiate debt collection action to collect \$5.3 million owed by Casino Central Gaming / Producciones Moviles for gaming cabinets installed in Mexican casinos.	Underlying case and app pending.
Douglas Babstock and Fred Small v. Atlantic Lottery Corporation Inc., Societe Des Loteries E L'Alentique, VLC, Inc., IGT-Canada Inc., International Game Technology, Spileo International Canada ULC, GTECH Corporation, Tech Link International Entertainment Limited, Hi-Tech Gaming.com Ltd., Bally Gaming Canada, Ltd. and Bally Gaming, Inc.	12/3/2014	Supreme Court of Newfoundland and Labrador (General)	2012 01G 2257 CP	Plaintiffs, Douglas Babstock and Fred Small, filed a class action alleging Video Lottery Terminals ("VLT") used in Newfoundland and Labrador and the games offered on them have deceptive features that render them inherently addictive and dangerous when used as intended. Plaintiffs seek recovery based on claims regarding: Breach of the Competition Act Breach of Contract Right of refund under the Statute of Anne, 1710 Failure to Warn in Tort Unjust Enrichment "Waiver of Tort" as a cause of action <i>Provisive damages.</i>	Initial pleadings
New Vision Gaming & Development Inc. v. Bally Gaming Inc.	06/02/2017	U.S. District Court for the District of Nevada	Civil Action No. 17-1559-APG-PAL	A former licensor has sued for Bally's termination of the parties' May 2014 license agreement relating to U.S. Patent Nos. 7,325,806 and 7,451,987, both entitled "Method of Playing a Bonus Wager". The complaint asserts claims for breach of contract, unjust enrichment, breach of the implied covenant of good faith, and for an accounting.	Initial pleadings
Naveda, Miguel Artemio Cruzado v. Bally Gaming, Inc., Juan Carlos Valderama Cueva; Workman Anderson William; and Michael Wayne Medlin	10/24/2012	Civil Court of Lima, Peru	19113-2011-18	Naveda claims BGI made "false accusations" by attempting to collect debt from Naveda; Bally salespersons went to Naveda's casino to collect a receivable. Allegedly, Naveda's camp locked the casino behind Bally's sales team and pulled guns on them. Sales people got out and reported the incident to police. Naveda was charged criminally and civilly. Naveda filed a civil action against Bally and the salesman claiming they made "false accusations" to the police in furtherance of their attempt to collect upon the debt owed.	Initial pleadings
Frederick Williams v. Yonkers Racing Corporation, Empire State Casino	12/09/2015	Supreme Court of the State of New York County of New York	151-397/2015E 595896/2015	Frederick Williams alleges he was injured in August 2013 when a Bally chair broke at the Empire State Casino.	Initial pleadings
Yonkers Racing Corporation, Empire State Casino v. Bally Technologies, Inc.					



Section 6 Disclosure of Litigation and Other Information (1.19)

SG Gaming, Inc. (fka Bally Gaming, Inc.)
Open Litigation Report
as of 2/24/2021

Case Caption	Filing Date	Court	Docket Number	Summary	Regulatory Suit
Julio Rivera v. Yonkers Racing Corporation d/b/a Empire City Casino at Yonkers Raceway; Yonkers Racing Corporation d/b/a Empire City Casino at Yonkers Raceway [Third-Party Plaintiff] v. Bally Technologies, Inc. and Scientific Games Corporation [Third-Party Defendants]	9/27/2016	Supreme Court of the State of New York County of Bronx	303974/2016	Julio Rivera, a patron at Empire City Yonkers Raceway casino, alleges on September 26, 2016 he was injured in a fall when a chair at the video gaming terminal at which he was playing broke.	Initial pleadings
Norman P. Gilbert and Joyce Haloway Gilbert v. Yonkers Racing Corporation, Bally Gaming, Inc. and Scientific Games Corporation	8/2/2016	Supreme Court of the State of New York County of Westchester	60557/2016	Norman Gilbert, a patron at Empire Casino at Yonkers Raceway, alleges on June 8, 2016 he was injured because of Defendants' negligence, recklessness and wanton acts and failure to remedy existing and known dangers and hazards. His spouse, Joyce Haloway Gilbert, alleges loss of consortium.	Settlement in process
Zbigniew Winniczek v. Bally Gaming, Inc., Scientific Games Corporation and Bally Technologies, Inc.	10/26/2017	Supreme Court of the State of New York County of Queens	714639/17	Zbigniew Winniczek, a patron at Empire City Yonkers Raceway casino, alleges on September 16, 2016 he was injured in a fall from a chair.	Settlement in process
Joan Messinger and Harold Messinger v. Station GVR Ranch Resort Spa & Casino, Station Casinos, LLC, Scientific Games Corporation; Bally Gaming, Inc.; Bally Technologies, Inc.; et al.	10/6/2017 filed 10/10/2017 Served	District Court Clark County, Nevada	A-17-762696-C	Joan Messinger, a patron at Green Valley Ranch Casino, alleges on April 29, 2016 she was injured because of Defendants' negligence, carelessness and failure to provide a premises in a reasonably safe condition. Her spouse, Harold Messinger, alleges loss of consortium.	Initial pleadings
Kristen Presutti v. Delaware North Companies, Inc. d/b/a Wheeling Island Casino and Bally Technologies, Inc. d/b/a Scientific Games Corporation	8/28/2018	Circuit Court of Ohio County, West Virginia	16-C-221	Kristen Presutti, a patron at the Wheeling Island Casino in West Virginia, alleges that she was injured on 2/15/2016, when a seat on a Bally-themed slot machine allegedly malfunctioned. Complaint never properly served on SGC or Bally Technologies; motion to vacate default filed.	Initial pleadings
TCS John Huxley et al. v. SGC et al	3/15/2019	US District Court, Northern District of IL, Eastern Division	1:19-cv-01846	Plaintiffs assert federal antitrust claims arising from defendants' procurement of particular U.S. patents, and the alleged use of those patents to create an allegedly illegal monopoly in the market for automatic card shufflers sold to regulated casinos in the United States.	Initial pleadings
SGC and Bally Gaming, Inc. v. Sylebra HK Company Ltd., et al.	5/14/2019	Eighth Judicial District Court, Clark County, Nevada (with request for Business Court Assignment)	A-19-796899-B	Plaintiffs seek declaratory and other relief to require defendants to comply with Section 8.06 of SGC's Bylaws and Article VIII of SGC's Charter. The complaint asserts claims for declaratory relief, breach of contract, and breach of the covenant of good faith and fair dealing.	Initial pleadings
Svetoslav Dorobanov, Paul Jovench v. Caesars Entertainment Corporation, Caesars Entertainment Operating Company, Inc., Harrah's Illinois Corporation d/ba Harrah's Joliet Casino Hotel, WMS Gaming, Inc., Bally Gaming, Inc., Illinois State Police Officer David Sandack #5316, The Illinois Gaming Board, and various unknown current and former employees of the Illinois Gaming Board	6/14/2019	Circuit Court of the 12th Judicial Circuit, Will County, IL	2019 L 176	Plaintiffs' lawsuit alleges that they were unlawfully arrested and prosecuted and that these acts constitute malicious prosecution, civil conspiracy, and violations of their Constitutional rights. This complaint arises from the arrests in January 2014 for alleged manipulation of certain keno machines in Illinois.	Initial pleadings



Section 6 Disclosure of Litigation and Other Information (1.19)

SG Gaming, Inc. (fka Bally Gaming, Inc.)
Open Litigation Report
as of 2/24/2021

Case Caption	Filing Date	Court	Docket Number	Summary	Regulatory Suit
Sybra Capital Partners Master Fund, Ltd., et al. v. Ronald O Perelman, et al.	10/23/2019	Delaware Chancery Court	TBD	Sybra's complaint asserts claims for alleged breaches of fiduciary duty and alleged aiding and abetting of such alleged breaches of fiduciary duty, for alleged unjust enrichment, for alleged anticipatory breach of Sybra's alleged rights under SGC's prior Charter and for alleged breach of that prior Charter, for alleged violations of certain Delaware statutes, and for alleged tortious interference with contract. The complaint seeks injunctive relief, declaratory relief, money damages, and the award of the plaintiffs' costs and expenses incurred in the action.	Initial pleadings
Roxanne Ross v. Boyd Gaming Corporation dba Amelia Belle Casino, ABC Insurance Company, Scientific Games Corporation and Zurich American Insurance Company.	11/4/2019	16th Judicial District Court for the Parish of St. Mary, State of Louisiana	134329	Roxanne Ross, a patron at Amelia Belle Casino, alleges on January 17, 2019, she was injured when a door on a slot machine fell on her.	Initial pleadings
Mohanie Khan v. Resort WorldWide Properties, LLC., Resort World Casino New York, Scientific Games International, Inc., Scientific Games Corporation, Bally Electronics, Inc., Bally Technologies, Inc.	3/11/2020	Supreme Court of the State of New York, County of Queens	70-4226/2020	Mohanie Khan, a slot ambassador at Resorts World Casino, New York City, alleges on February 2, 2019, she was injured when a component at the top of a casino gaming machine struck her in the head.	Initial pleadings
Rancho's Club Casino, Inc. dba Magnolia House Casino, on behalf of itself and all others similarly situated v. Scientific Games Corporation, Bally Technologies, Inc. and Bally Gaming, Inc. (SG Gaming)	9/8/2020	US District Court Northern District of Illinois, Eastern Division	1:20-cv-05295	Scientific Games Corporation, Bally Technologies, Inc. and SG Gaming, Inc. (fka Bally Gaming, Inc. (collectively "SGC")) have received notice of a putative class action lawsuits filed against them for damages and other relief, which have been filed in the U.S. District Court for the Northern District of Illinois. Plaintiff assert federal antitrust claims for defendants' allegedly fraudulent procurement of particular U.S. patents, and defendants' allegedly wrongful enforcement of those patents to allegedly create an illegal monopoly in the market for card shufflers sold in the United States. Plaintiff purports to represent classes of all persons and entities that have purchased or leased card shufflers from the defendants.	Initial pleadings
Alfred T. Guilliano as liquidation Trustee for RIH Acquisitions NJ, LLC dba The Atlantic Club Casino Hotel v. Scientific Games Corporation, Bally Technologies, Inc. and Bally Gaming, Inc. (SG Gaming)	9/8/2020	US District Court Northern District of Illinois, Eastern Division	1:20-cv-05262	Scientific Games Corporation, Bally Technologies, Inc. and SG Gaming, Inc. (fka Bally Gaming, Inc. (collectively "SGC")) have received notice of a putative class action lawsuits filed against them for damages and other relief, which have been filed in the U.S. District Court for the Northern District of Illinois. Plaintiff assert federal antitrust claims for defendants' allegedly fraudulent procurement of particular U.S. patents, and defendants' allegedly wrongful enforcement of those patents to allegedly create an illegal monopoly in the market for card shufflers sold in the United States. Plaintiff purports to represent classes of all persons and entities that have purchased or leased card shufflers from the defendants.	Initial pleadings
Tonkawa Tribe of Indians of Oklahoma dba Tonkawa Enters. V. Scientific Games Corporation, Bally Technologies, Inc. and Bally Gaming, Inc. (SG Gaming)	9/8/2020	US District Court District of Nevada	2:20-cv-01637	Scientific Games Corporation, Bally Technologies, Inc. and SG Gaming, Inc. (fka Bally Gaming, Inc. (collectively "SGC")) have received notice of a putative class action lawsuits filed against them for damages and other relief, which have been filed in the U.S. District Court for Nevada. Plaintiff assert federal antitrust claims for defendants' allegedly fraudulent procurement of particular U.S. patents, and defendants' allegedly wrongful enforcement of those patents to allegedly create an illegal monopoly in the market for card shufflers sold in the United States. Plaintiff purports to represent classes of all persons and entities that have purchased or leased card shufflers from the defendants.	Initial pleadings



Section 6 Disclosure of Litigation and Other Information (1.19)

SG Gaming, Inc. (fka Bally Gaming, Inc.)
Open Litigation Report
as of 2/24/2021

Case Caption	Filing Date	Court	Docket Number	Summary	Regulatory Suit
Mohawk Gaming Enterprises LLC, d/b/a Akwesasne Mohawk Casino Resort, on Behalf of itself and All Other Similarly Situated v. Scientific Games Corporation, Bally Technologies, Inc., and Bally Gaming, Inc.;	11/9/2020	American Arbitration Association	N/A	Scientific Games Corporation, Bally Technologies, Inc. and SG Gaming, Inc. (fka Bally Gaming, Inc. (collectively "SGC")) have received notice of a putative class arbitration complaint filed against them for damages and other relief. Plaintiffs assert federal antitrust claims for allegedly fraudulent procurement of particular U.S. patents, and defendants' allegedly wrongful enforcement of those patents to allegedly create an illegal monopoly in the market for card shufflers sold in the United States. Plaintiffs purport to represent classes of all persons and entities that have purchased or leased card shufflers from the defendants.	Arbitration
Keith Sutton v. Metropolitan Life Insurance, Scientific Games Corporation Employee Benefit Plan, et al.	4/3/2020	US District Court, Eastern District of California	2:20-CV-00688-KJM-CKD	Plaintiff (a former SGC employee) has filed a lawsuit against Metropolitan Life Insurance Company, SGC, and SGC's Employee Benefit Plan, asserting that Plaintiff is entitled to long-term disability benefits under SGC's employee benefits plan administered by Metropolitan.	Initial pleadings
Ellen Trachenko v. Scientific Games Corporation, Bally Gaming Canada, Ltd., and Thomas Hardy	10/20/2020	Ontario Superior Court of Justice	CV-20-00649719-0000	A former Gaming employee in Canada has sued Scientific Games Corporation, Bally Gaming Canada LTD., and Thomas Hardy (current SG employee) in the Ontario Superior Court of Justice. Plaintiff's position was eliminated due to a RIF in the summer of 2020; she refused to sign a settlement agreement and alleges in her lawsuit that she was subject to discrimination while employed and that her termination was discriminatory.	Initial pleadings

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Section 7 Appendix M: Conflict of Interest Disclosure (1.20)

Appendix M - C202017

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment,

hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: *Robert J. Parente* *EVP & CRO*

Signature: *Robert J. Parente*

Date: *February 24, 2021*

This form must be signed by an authorized executive or legal representative.

Section 8 Certifications and Representations

This section provides certifications and representations as required and listed in the Document Submittal Checklist.

Table 2 Certifications and Representations

Description of Document	RFP	Submittal Requirements	Reference
Transmittal Letter	\$4.2 \$4.3	With Proposal	Section 1: Transmittal Letter on page 7
Bidder Acknowledgement of Addendum(Attachment 1)	\$1.12	With Proposal, if applicable	Section 2: Attachment 1: Bidder Acknowledgement of Addendum on page 9
Document Submittal Checklist (Attachment 3)	\$4.2 \$4.3	With Proposal	Section 3: Attachment 3: Document Submittal Checklist on page 13
Contract Form (Appendix B) (incorporates Appendix A)	\$2.2	Must be signed—With Proposal	Section 4: Appendix B: Signed Contract Form, 2.2 on page 15
Bidder/Offerer Disclosure/Certification Form (Appendix C)	\$1.11	With Proposal	Section 8: Appendix C: Bidder/Offerer Disclosure/Certification Form (1.11) on page 45
Non-Collusive Bidding Certification (Appendix D)	\$1.1	With Proposal	Section 8: Appendix D: Non-Collusive Bidding Certification (1.1) on page 46
NYS Vendor Responsibility Questionnaire(Appendix E)	\$1.14	With Proposal, unless filed online	Section 8: Appendix E: NYS Vendor Responsibility Questionnaire (1.14) on page 47
Encouraging Use of New York State Businesses in Contract Performance (Appendix I)	\$2.22	With Proposal	Section 8: Appendix I: Encouraging Use of New York State Businesses in Contract Performance (2.22) on page 58
Work Force Employment Staffing Plan (Appendix J-2)	\$2.18	With Proposal	Section 8: Appendix J-2: Work Force Employment Staffing Plan (2.18) on page 60
MWBE Utilization Plan Form (Appendix J-4) Proposed Plan	\$2.18	Proposed plan, including estimated percentage—With Proposal	Section 8: Appendix J-4: MWBE Utilization Plan Form (2.18) on page 61 <ul style="list-style-type: none"> ▪ Request for MWBE Waiver ▪ Appendix J-7: Request for Waiver Form
Diversity Practices Questionnaire (Appendix K)	\$4.2 \$4.3	With Proposal	See SG Lot 1, Volume 1 - Applicant Information, Section 4: Diversity Practices.
Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses (Appendix L)	\$2.19	With Proposal	Section 8: Appendix L: Participation Opportunities for New York State Service- Disabled Veteran Owned Businesses (2.19) on page 63 <ul style="list-style-type: none"> ▪ Request for SDVOB Waiver ▪ Application for Waiver of SDVOB Participation Goal
Vendor Assurance of No Conflict of Interest or Detrimental Effect (Appendix M)	\$1.20	With Proposal	Section 7: Appendix M: Conflict of Interest Disclosure (1.20) on page 41
Statement on Sexual Harassment (Appendix N)	\$1.23	With Proposal	Section 8: Appendix N: Statement on Sexual Harassment (1.23) on page 67
Anti-Discrimination EO 177 Certification (Appendix O)	\$1.24	With Proposal	Section 8: Appendix O: Anti-Discrimination EO 177 Certification (1.24) on page 68
Insurer Qualifications and Insurance Requirements (Appendix P) Compliance Statement	\$2.15	Include a statement of compliance with the insurer qualifications and insurance requirement—With Proposal	Section 8: Appendix P: Insurer Qualifications and Insurance Requirements (2.15) on page 69
Bond Requirements (Appendix Q)	\$2.16	With Proposal and upon award (See Appendix Q)	Section 8: Appendix Q: Bond Requirements (2.16) on page 70
Video Lottery Gaming Application For Agent/Vendor (Appendix S)	\$4.2 \$4.3	With Proposal	Section 8: Appendix S: Video Lottery Gaming Application For Agent/Vendor (4.2, 4.3) on page 84
Designation of Proprietary Information (FOIL)	\$1.15	With Proposal	Section 5: Designation of Proprietary Information, 1.15 on page 33
Disclosure of Litigation	\$1.19	With Proposal	Section 6: Disclosure of Litigation and Other Information (1.19) on page 35

Table 2 Certifications and Representations (continued)

Description of Document	RFP	Submittal Requirements	Reference
References	§4.2 §4.3	With Proposal	See SG Lot 1, Volume 1 - Applicant Information, Section 2, response to item 4.2.1.d, References.
Technical & Pricing Proposals	§4.2 §4.3	Submit Technical and Pricing Proposals Separately as Defined in RFP	<ul style="list-style-type: none"> ▪ SG Lot 1, Volume 2 - Technical Proposal (this document) ▪ SG Lot 1, Volume 3 - Pricing Proposal (separate document)
Certification of Availability of Parent Company Resources	4.2.1.b(2)	Additional required item.	<i>Section 8: Certification of Availability of Parent Company Resources (4.2.1.b(2)) on page 85</i>

Appendix C: Bidder/Offerer Disclosure/Certification Form (1.11)

Appendix C- C202017

BIDDER/OFFERER DISCLOSURE/CERTIFICATION FORM

CONTRACT/PROJECT DESCRIPTION: New York Lottery Video Lottery Games

CONTRACT/PROJECT NUMBER: #C202017

RESTRICTED PERIOD FOR THIS PROCUREMENT: February 5, 2021 through approval of the Office of the State Comptroller.

PERMISSABLE CONTACTS: Stacey Relation and Alysyan Bowers

1. CONTACTS - Contractor affirms that it understands and agrees to comply with the procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §§ 139-j and 139-k. I agree

2. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS Pursuant to Procurement Lobbying Law (SFL §139-j)

(a) Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

Yes No

If yes, please answer the following question:

(b) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

Yes No

(c) If "Yes" was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

Yes No

If "Yes", please provide details regarding the finding of non-responsibility:

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility (attach additional sheets if necessary): _____

3. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

Yes No

If yes, provide details:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: (add additional pages if necessary) _____

4. TERMINATION CLAUSE:

Contractor certifies that all information provided to the Agency with respect to State Finance Law §§139 (j) and 139 (k) is complete true and accurate. If found to be in violation of State Finance Law §§139 (j) and 139 (k), the contract will result in termination.

I agree

Name of Contractor's Firm/Company: SG Gaming, Inc.

Contractor Address: 4601 Bermuda Road


Las Vegas, NV 89119

Contractor's signature: Robert J. Parente

I understand that my signature represents that I am signing and responding to both certifications listed above

Print Name: Robert J. Parente

Occupation of Person signing this form: EVP & CRD

Email Address: 

Appendix D: Non-Collusive Bidding Certification (1.1)

Appendix D- C202017

Non-Collusive Bidding Certification
Required By Section 139-D of the State Finance Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDEDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this 24th day February, 2021 as the act and deed of said corporation.

EVP & CRO
Title

Robert J. Vaente
Signature

Appendix E: NYS Vendor Responsibility Questionnaire (1.14)



Gaming Commission

Standard Vendor Responsibility Questionnaire

AFFIDAVIT OF NO CHANGE

STATE OF (Nevada)

COUNTY OF (Clark) ss.:

The undersigned, being duly sworn, deposes and says:

1. I am Robert J. Parente, the EVP & CRO (title) of SG Gaming, Inc. (hereinafter the "Contractor"), which is currently submitting an amendment to a State Contract.

2. Contractor previously submitted the completed Battery Park City Authority Standard Vendor Responsibility Questionnaire, dated January 20, 2021 in connection with another State Contract.

3. Attached is an accurate and true copy of such previously submitted Standard Vendor Responsibility Questionnaire.

4. I hereby certify that with the exception of the information specified in Question 12, and as changed herein, there has been no material change in the information pertaining to the Contractor specified on such attached Questionnaire.

AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:

Name & Title: Robert J. Parente

Telephone: [Redacted]

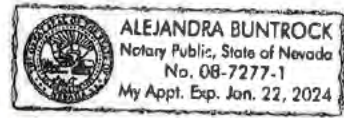
Email: [Redacted]

SIGNATURE: [Handwritten Signature]
PRINT NAME: Robert J. Parente
TITLE: EVP & CRO

Sworn before me this

24 day of February, 2021 by Robert Parente

[Handwritten Signature]
Notary Public



This notarial certificate is attached to a Questionnaire



AC 3290-S (4/12)

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the OSC Help Desk at ciohelpdesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does not include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

Loose Notarial Certificate attached

AG 3290-S (4/12)

NYS Vendor ID: 000000000

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION			
Legal Business Entity Name* SG Gaming, Inc. (fka Bally Gaming, Inc.)		EIN (Enter 9 digits, without hyphen) ██████████6064	
Address of the Principal Place of Business (street, city, state, zip code) 6601 Bermuda Road, Las Vegas, NV 89119		New York State Vendor Identification Number C020004	
		Telephone ██████████	Fax (702) 532-7682
Email ████████████████████		Website www.scientificgames.com	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
DBA	Scientific Games	██████████6064	Active
Former Name	Bally Gaming, Inc. dba Bally Technologies	██████████6064	Inactive
1.0 Legal Business Entity Type – Check appropriate box and provide additional information:			
<input checked="" type="checkbox"/> Corporation (including PC)		Date of Incorporation September 3, 1991	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment	
<input type="checkbox"/> Sole Proprietor		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the Legal Business Entity formed or incorporated in New York State?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If 'No,' indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.			
<input checked="" type="checkbox"/> United States		State	NV
<input type="checkbox"/> Other		Country	_____
Explain, if not available:			
1.2 Is the Legal Business Entity publicly traded?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide CIK Code or Ticker Symbol SG Gaming, Inc. is 100% owned by Scientific Games Corporation, Ticker Symbol SGMS			
1.3 Does the Legal Business Entity have a DUNS Number?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter DUNS Number 03-495-4198			

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/definitions.pdf.

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NYS Vendor ID: 000000000

NEW YORK STATE
**VENDOR RESPONSIBILITY QUESTIONNAIRE
 FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION		
1.4 If the <u>Legal Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select "N/A," if <u>Principal Place of Business</u> is in New York State.)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State. 11 Elkay Drive, Suite 13, Chester, NY 10918		
1.5 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> , <u>Women-Owned Business Enterprise (WBE)</u> , <u>New York State Small Business (SB)</u> or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u> ? If "Yes," check all that apply:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise (WBE)</u> <input type="checkbox"/> <u>New York State Small Business (SB)</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise (DBE)</u>		
1.6 Identify <u>Officials</u> and <u>Principal Owners</u> , if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.		
Name	Title	Percentage Ownership (Enter 0% if not applicable)
Matthew Wilson	President/Director	<1% stock in parent company, SGC
Michael Eklund	Treasurer/Secretary/Director	<1% stock in parent company, SGC

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
 FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION	
2.0 The <u>Reporting Entity</u> for this questionnaire is:	
Note: Select only one.	
<input checked="" type="checkbox"/> <u>Legal Business Entity</u> <i>Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)</i>	
<input type="checkbox"/> <u>Organizational Unit within and operating under the authority of the Legal Business Entity</u> SEE DEFINITIONS OF " <u>REPORTING ENTITY</u> " AND " <u>ORGANIZATIONAL UNIT</u> " FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION. <i>Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)</i>	
IDENTIFYING INFORMATION	
a) <u>Reporting Entity Name</u>	
Address of the <u>Primary Place of Business</u> (street, city, state, zip code)	Telephone ext.
b) Describe the relationship of the <u>Reporting Entity</u> to the <u>Legal Business Entity</u>	
c) Attach an <u>organizational chart</u>	
d) Does the Reporting Entity have a <u>DUNS</u> Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," enter <u>DUNS</u> Number	
e) Identify the designated manager(s) responsible for the business of the <u>Reporting Entity</u> . For each person, include name and title. Attach additional pages if necessary.	
Name	Title

NEW YORK STATE
**VENDOR RESPONSIBILITY QUESTIONNAIRE
 FOR-PROFIT BUSINESS ENTITY**

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY	
<i>Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:</i>	
3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
For each "Yes" or "Other" explain:	

IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the reporting entity:</i>	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain:	

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NYS Vendor ID: 000000000

NEW YORK STATE
**VENDOR RESPONSIBILITY QUESTIONNAIRE
 FOR-PROFIT BUSINESS ENTITY**

V. INTEGRITY – CONTRACT AWARD	
<i>Within the past five (5) years, has the reporting entity:</i>	
5.0 Been <u>suspended</u> , cancelled or <u>terminated</u> for cause on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain:	

VI. CERTIFICATIONS/LICENSES	
<i>Within the past five (5) years, has the reporting entity:</i>	
6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain:	

VII. LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the reporting entity:</i>	
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.1 Been the subject of an indictment, <u>grant of immunity</u> , <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a <u>crime</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain: None other than as provided in monthly reports to the NYSGC of Administrative Disciplinary Actions	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens or judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain <u>undischarged</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses. NOTE: Tax Returns are filed by parent company, Scientific Games Corporation, as consolidated returns, which includes Bally Gaming, Inc.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s) completed</u> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE
**VENDOR RESPONSIBILITY QUESTIONNAIRE
 FOR-PROFIT BUSINESS ENTITY**

<p>IX. ASSOCIATED ENTITIES <i>This section pertains to any entity(ies) that either controls or is controlled by the reporting entity. (See definition of "associated entity" for additional information to complete this section.)</i></p>	
<p>9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u>? Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either: – An <u>Organizational Unit</u>; or – The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the <u>Associated Entity</u>, his/her relationship to the <u>Reporting Entity</u>, relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s).</p>	
<p>9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u>, New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>If "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity's</u> name(s), <u>EIN(s)</u>, primary business activity, relationship to the <u>Reporting Entity</u>, relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.3 Within the past five (5) years, has any <u>Associated Entity</u>:</p>	
<p>a) Been <u>disqualified</u>, <u>suspended</u> or <u>debarred</u> from any <u>federal</u>, New York State, New York City or other New York local <u>government contracting process</u>?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>c) Been <u>suspended</u>, <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u>, New York State, New York City or New York local <u>government contract</u>?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>d) Been the subject of an <u>investigation</u>, whether open or closed, by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>e) Been the subject of an indictment, <u>grant of immunity</u>, <u>judgment</u>, or conviction (including entering into a plea bargain) for conduct constituting a crime?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>For each "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity's</u> name(s), <u>EIN(s)</u>, primary business activity, relationship to the <u>Reporting Entity</u>, relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	

AC 3290-S (4/12)

NYS Vendor ID: 000000000

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)	
10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name Michael Fries	Telephone [REDACTED]	Fax (702) 532-7682
Title VP of Regulatory Affairs & Deputy CCO	Email [REDACTED]	

AC 3290-S (4/12)

NYS Vendor ID: 000000000

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

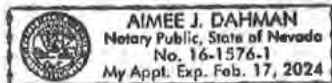
The undersigned certifies that he/she:

- is knowledgeable about the Reporting Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Reporting Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Reporting Entity; and
- is under obligation to update the information provided herein to include any material changes to the Reporting Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of ^{Authorized Representative:} Michael Fries
Owner/Officer
 Printed Name of Signatory Michael Fries
 Title VP of Regulatory Affairs & Deputy CCO
 Reporting Entity Name SG Gaming, Inc.
 Address 6601 Bermuda Road
 City, State, Zip Las Vegas, NV 89119

State of Nevada, County of Clark

Sworn to before me this 20 day of January 20 21 by Michael R. Fries
Aimee J. Dahman Notary Public



Appendix I: Encouraging Use of New York State Businesses in Contract Performance (2.22)

Appendix I – C202017

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract? Yes [checked] No

If yes, identify New York State businesses that will be used and attach identifying information.

Firm Name: SG Gaming, Inc.

Signature: Robert J. Valente Date: February 24, 2021



Company Name	Service Type	NY Address
BTX Logistics	Logistics Service - Freight	17917 149th Ave, Jamaica, NY 11434
Canon Solutions America	Copier Repair	125 Park Ave 9th & 10th Floors, New York, NY 10017
Cintas	Uniforms	138 Bracken Rd - Montgomery, NY 12549
County Metal Yard	Scrap Metal Pickup/Recycling	1699 County Rd 12, New Hampton, NY 10958
County Waste and Recycling	Machine recycling	1927 Route 9 Clifton Park, NY 12065
Culligan	Water Conditioning Service	131 Little Britain Road - Newburgh, NY 12550
DGC Mechanical	Plumbing/Heating/AC	188 Cottage Street - Poughkeepsie, NY 12601
DHL	Logistics Service	JFK International Airport - Building 89 - Jamaica, NY 11430
Empire Forklift	Fork Truck Maintenance & Repair	376 Petticoat Ln - Bloomingburg, NY 12721
Fed EX	Logistics Service	60 W 40th St, New York, New York
Johnson Controls	Security	2 Westchester Plaza, Suite 160 - Elmsford, NY 10523
Liberty Pest Control	Pest Control Services	8220 17th Ave, Brooklyn, NY 11214
Mansfield Commercial Real Estate	Real Estate Broker/Office WHS	218 Greenwich Ave Goshen, NY 10924
Marangi	Waste Disposal	366 Highland Ave - Middletown, NY 10940
Metalico Inc.	Machine recycling	127 Fillmore Ave. Buffalo, NY 14210
Mobile Mini Storage Solution	Storage Facility	899 Lincoln Ave Ste B Bohemia, NY 11716
NJC Scrap Metal Recycling Inc	Machine recycling	63 Sewell St. Hempstead, NY 11550
Office Depot	Office Supplies	1401 NY-300 #1135, Newburgh, NY 12550
Oprandy's Fire & Safety Equipment	Fire Equipment/Repair Inspection	49 Brookline Ave, Middletown, NY 10940
Penske Truck Rental	Truck Leasing	136 Neelytown Rd, Montgomery, NY 12549
RB Scrap Iron & Metal	Machine recycling	730 Saw Mill River Road Yonkers, NY 10710
Spiral Seating	Seating/Reupholstering	87-68 171st - Jamaica, NY 11432
The Simpleclean	Cleaning Service	44 Linden Place - Hempstead, NY 11550-5540
United States Post Office	Logistic Service	76 Brookside Ave, Chester, NY 10918
UPS	Logistic Service	1 Black Meadow Rd, Chester, NY 10918
Yvonne Vandenburg	Office/WHS Landlord	PO Box 532 Chester, NY 10918



Appendix J-2: Work Force Employment Staffing Plan (2.18)

Appendix J-2

WORK FORCE EMPLOYMENT STAFFING PLAN

Project/RFP Title REP_C202017 Location of Contract _____ County _____ Zip _____
 Contractor/Firm Name SG Gaming, Inc. Address 6601 S. Bermuda Road Las Vegas NV 89119 State _____ Zip _____

Contract/Project Staff _____ Total Work Force _____ Subcontractors _____
 Construction Consultants _____ Commodities _____ Services/Consultants _____

Check applicable categories (1) Staff Estimates include: _____
 (2) Type of Contract: _____

Federal Occupational Category	Total Anticipated Work Force										Total Percent Minority Employees	Total Percent Female Employees
	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/Alaskan Native			
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin	7		3	2			2					
Professionals												
Technicians	16	3	11	3			2	3				
Sales Workers												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
TOTALS	23	3	14	5			4	3			42%	11%

Company Official's Name SG Gaming, Inc. Robert Parente Title EVP & CRO
 Company Official's Signature Robert Parente Date March 10, 2021
 Telephone Number _____



Appendix J-4: MWBE Utilization Plan Form (2.18)

Request for MWBE Waiver

**Appendix J – MWBE**

SG Gaming, Inc. dba Scientific Games is licensed in numerous commercial and tribal jurisdictions throughout the world, including various Lottery jurisdictions such as the New York Lottery, Delaware Lottery, Rhode Island Lottery and Oregon Lottery. To be licensed as a gaming manufacturer and provider of gaming machines and software is a privilege that Scientific Games thru its 85+ years has been diligent in its compliance and adherence to regulatory standards. As a licensed manufacturer, Scientific Games is required to incorporate and follow strict regulatory compliance standards, including product regulatory standards and procedures. Being headquartered in Las Vegas, Nevada, our manufacturing of gaming devices and development of operating system and game software processes fall under the strict regulations of the Nevada Gaming Commission and State Gaming Control Board (GCB), among other jurisdictions (including the New York Gaming Commission), rules, and regulations in which we sell and service our gaming products.

Under the oversight of the GCB as well as the technical and licensing requirements of the balance of our gaming licenses, Scientific Games must incorporate and follow strict compliance and internal controls in its efforts to promote and protect against criminal efforts, prevention of cheating and fraudulent practices, malfeasance and errors in order to protect and maintain the integrity and fairness of gaming. A significant part of that effort is in product compliance, development, and manufacturing. Scientific Games' key employees in these areas are either filed or licensed/found suitable by various regulatory authorities. Scientific Games, under its many licenses and controls, is not able to subcontract out these areas and functions to New York certified M/WBE's. Furthermore, the manufacturing of gaming machines and adherence to specifications and technical performance does not enable Scientific Games to subcontract out the development and manufacturing of its software, machines or custom parts to New York M/WBE's, which is a majority of Scientific Games' costs in this program.

Scientific Games' NY Certified M/WBE Outreach Effort:

As a result, SG undertook a good faith effort to evaluate and explore areas such as shipping, office space, outside services and off the shelf parts suppliers. Highlighting business operated from and doing business in NY, SG researched companies that our operations currently partners with along with potential vendors we could utilize in the future.

After reviewing 8700+ listings on the NY State Division of Minority and Women's Owned Business Development website we have concluded there is a lack of availability of qualified MBE/WBE that can be solicited for participation. Additionally, due to the strict contractual and licensing obligations involving intellectual property, multijurisdictional certifications, and the proprietary products we produce, Scientific Games is requesting a full waiver and setting our M/WBE goal to 0%. Please note that for the same reasons as noted above have an overall goal for M/WBE of 0% under our current agreement.

As required by the RFP, attached is the completed waiver form as listed in Appendix J-7.

Scientific Games
6601 Bermuda Road, Las Vegas, NV 89119

Appendix J-7: Request for Waiver Form

Appendix J-7

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.

<p>Officer/Contractor Name: SG Gaming, Inc.</p> <p>Address: 6601 South Bermuda Road Las Vegas, NV 89119</p>	<p>Federal Identification No.: 3064</p> <p>Solicitation/Contract No.: RFP C202017</p> <p>M/WBE Goals: MBE % WBE % 30% total MWBE goal as stated in the RFP</p>
---	---

By submitting this form and the required information, the offerer/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.

Contractor is requesting a:

1. MBE Waiver – A waiver of the MBE Goal for this procurement is requested. Total Partial waiver request of the M/WBE goal

2. WBE Waiver – A waiver of the WBE Goal for this procurement is requested. Total Partial

PREPARED BY (Signature): *Robert Parente*

NAME AND TITLE OF PREPARER (PRINTED OR TYPED):
Robert Parente EUP & CRO

Submit with the bid or proposal or if submitting after award submit to:

NYS Gaming Commission
Attn: Stacey Relation
One Broadway Center
Schenectady, NY 12301

DATE: March 10, 2021

REVIEWED BY: [Redacted]

DATE:

Waiver Granted: YES MBE: WBE:

Total Waiver Partial Waiver

*Conditional

Notice of Deficiency Issued _____

*Comments:



Appendix L: Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses (2.19)

Request for SDVOB Waiver



Appendix L – SDVOB

SG Gaming, Inc. dba Scientific Games is licensed in numerous commercial and tribal jurisdictions throughout the world, including various Lottery jurisdictions such as the New York Lottery, Delaware Lottery, Rhode Island Lottery and Oregon Lottery. To be licensed as a gaming manufacturer and provider of gaming machines and software is a privilege that Scientific Games thru its 85+ years has been diligent in its compliance and adherence to regulatory standards. As a licensed manufacturer, Scientific Games is required to incorporate and follow strict regulatory compliance standards, including product regulatory standards and procedures. Being headquartered in Las Vegas, Nevada, our manufacturing of gaming devices and development of operating system and game software processes fall under the strict regulations of the Nevada Gaming Commission and State Gaming Control Board (GCB), among other jurisdictions (including the New York Gaming Commission), rules, and regulations in which we sell and service our gaming products.

Under the oversight of the GCB as well as the technical and licensing requirements of the balance of our gaming licenses, Scientific Games must incorporate and follow strict compliance and internal controls in its efforts to promote and protect against criminal efforts, prevention of cheating and fraudulent practices, malfeasance and errors in order to protect and maintain the integrity and fairness of gaming. A significant part of that effort is in product compliance, development and manufacturing. Scientific Games' key employees in these areas are either filed or licensed/found suitable by various regulatory authorities. Scientific Games, under its many licenses and controls, is not able to subcontract out these areas and functions to New York certified SDVOB's. Furthermore, the manufacturing of gaming machines and adherence to specifications and technical performance does not enable Scientific Games to subcontract out the development and manufacturing of its software, machines or custom parts to New York SDVOB's, which is a majority of Scientific Games' costs in this program.

Scientific Games' NY Certified SDVOB Outreach Effort:

As a result, SG undertook a good faith effort to evaluate and explore areas such as shipping, office space, outside services and off the shelf parts suppliers. Highlighting business operated from and doing business in NY, SG researched companies that our operations currently partners with along with potential vendors we could utilize in the future.

After reviewing 1100+ listings on the NY State Division of Service-Disabled Veterans' Business Development website we have concluded that there is a lack of availability of qualified SDVOBs that can be solicited for participation. Additionally, due to the strict contractual and licensing obligations involving intellectual property, multijurisdictional certifications and the proprietary products we produce, Scientific Games is requesting a full waiver and setting our SDVOB goal to **0%**.

Scientific Games
6601 Bermuda Road, Las Vegas, NV 89119



Application for Waiver of SDVOB Participation Goal

APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL <i>(must be submitted before requesting final payment on the Contract)</i>			
Section 1: Basic Information			
Contractor's Name: SG Gaming Inc		Federal Identification Number: ██████████-064	
Street Address: 6601 South Bermuda Road		E-Mail Address:	
City, State, Zip Code: Las Vegas, NV 89119		Telephone: () -	
Contract Number: RFP C202017		SDVOB CONTRACT GOALS 5%	
Section 2: Type of SDVOB Waiver Requested			
<input checked="" type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised SDVOB percentage:	%
Please explain the reason for the waiver request: <u>Please see attached statement pertaining to the full waiver request of the SDVOB goal.</u>			
Section 3: Supporting Documentation			
Provide the following documentation as evidence of your good faith efforts to meet the SDVOB goals set forth in the contract and in support of your waiver application:			
<input type="checkbox"/> Attachment A. Copies of solicitations to SDVOBs and any responses thereto. <input type="checkbox"/> Attachment B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected. <input type="checkbox"/> Attachment C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by [Agency] with certified SDVOBs whom [Agency] determined were capable of fulfilling the SDVOB goals set forth in the contract. <input type="checkbox"/> Attachment D. Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs. <input type="checkbox"/> Attachment E. Other information deemed relevant to the request.			
Section 4: Signature and Contact Information			
By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote SDVOB participation pursuant to the SDVOB requirements set forth under the solicitation or Contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.			
Prepared By: (Signature) <i>Robert J. Parente</i>		Date: <i>March 10, 2021</i>	
Name and Title of Preparer (Print or Type) Robert Parente EVP & CRO			
SDVOB Waiver Form – SDVOB 200 (9/16)			

For [AGENCY] Use Only	
Reviewed By:	Date:
Decision: <input type="checkbox"/> Full SDVOB waiver granted <input type="checkbox"/> Partial SDVOB waiver granted; revised SDVOB goal: _____ % <input type="checkbox"/> SDVOB waiver denied	
Approved By:	Date:
Date Notice of Determination Sent:	
Comments	

SDVOB Waiver form – SDVOB 200 (9/16)Reverse

Appendix N: Statement on Sexual Harassment (1.23)

Appendix N - C202017

Statement on sexual harassment

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Contractor certifies that this statement provided to the Agency with respect to State Finance Law §139 (l) is complete, true and accurate.

Robert J. Parente
Authorized Signatory


Signature

EVP & CRD
Title

SG Gaming, Inc.
Company Name

Appendix O: Anti-Discrimination EO 177 Certification (1.24)

Appendix O - C202017

Anti-Discrimination EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. 3

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:

By: Robert J. Pasente

Name: Robert J. Pasente

Title: ENP & CRD

Date: February 24, 2021

Appendix P: Insurer Qualifications and Insurance Requirements (2.15)

NOTE

For clarity this section includes text from the New York State Gaming Commission RFP for New York Lottery, Video Lottery Games C202017 with Scientific Games' response in the appropriate section in blue.

Compliance Statement (2.15)

2.15 INSURER QUALIFICATIONS AND INSURANCE REQUIREMENTS

In their Proposal, each Bidder must provide a statement agreeing that if awarded a Contract under this solicitation, they will comply with the insurer qualifications and insurance qualifications. These requirements are found at Appendix P: Insurer Qualifications and Insurance Requirements.

A Successful Bidder must comply with these requirements to remain responsible under the terms of the Contract.

SG will comply with the insurer qualifications and insurance qualifications.

Appendix Q: Bond Requirements (2.16)

Proposal Validity and Proposal Bond

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 14285-ARGO-2021-1

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SG Gaming, Inc.

6601 Bermuda Road
Las Vegas, NV 89119

OWNER:

(Name, legal status and address)

New York Gaming Commission
Contracts Office, 4th Floor
One Broadway Center
Schenectady, NY 12305

SURETY:

(Name, legal status and principal place of business)

Argonaut Insurance Company
P.O. Box 469011
San Antonio, TX 78246
State of Inc. Illinois

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: One Hundred Thousand and 00/100 Dollars (\$100,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

RFP 202017 - Providing Video Lottery Terminals, Games and Software - Lot 1

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of February, 2021.

<p>_____ <i>(Witness)</i></p>	<p style="text-align: right;">SG Gaming, Inc. _____ <i>(Principal)</i> <i>(Seal)</i></p>
<p style="text-align: center;"><i>Kelly O'Malley</i> _____ <i>(Witness)</i> Kelly O'Malley</p>	<p style="text-align: right;">Argonaut Insurance Company _____ <i>(Surety)</i> <i>(Seal)</i></p>
	<p style="text-align: right;">_____ <i>(Title)</i> Annette Audinot, Attorney in Fact</p>

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____ before me personally came

_____ to me known,

who, being by me duly sworn, did depose and say that he/she resides in

_____ that he/she is the

_____ of SG Gaming, Inc.

that corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he/she signed his/her name thereto by like order.

(SEAL)

Section 8 Certifications and Representations

State of New Jersey }
County of Morris } ss:

On February 19, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Annette Audinot

known to me to be Attorney-in-Fact of Argonaut Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires April 16, 2024

April Perez
April Perez Notary Public
APRIL PEREZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APR. 16, 2024

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Annette Audinot

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

Signature of Joshua C. Beitz

by:

Joshua C. Beitz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument 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 hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Signature of Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 19 day of February, 2021.



Signature of James Bluzard

James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

FINANCIAL STATEMENT
 ARGONAUT INSURANCE COMPANY
 STATUTORY BASIS as of 12/31/2019

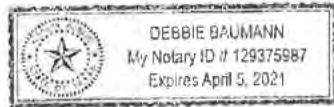
<u>ASSETS</u>		<u>LIABILITIES AND SURPLUS</u>	
CASH & INVESTED ASSETS	\$359,150,536.00	UNEARNED PREMIUMS	\$279,951,003.00
BONDS	\$849,892,572.00	LOSSES	\$473,653,148.00
STOCKS	\$603,900,156.00	LOSS ADJUSTMENT EXPENSES	\$142,367,334.00
INVESTMENT INCOME DUE AND ACCRUED	\$5,883,954.00	COMMISSIONS	-\$7,843,020.00
PREMIUM BALANCES	\$103,360,646.00	TAXES, LICENSES, AND FEES	\$13,376,634.00
NET DEFERRED TAX ASSET	\$38,388,316.00	OTHER EXPENSES	\$11,142,114.00
REINSURANCE RECOVERABLE	\$45,162,848.00	FUNDS HELD UNDER REINSURANCE TREATIES	\$105,228,622.00
OTHER ASSETS	<u>\$49,646,911.00</u>	CURRENT FEDERAL AND FOREIGN INCOME TAXES	\$862,931.00
TOTAL ASSETS	<u>\$2,050,445,939.00</u>	REMITTANCES AND ITEMS NOT ALLOCATED	\$1,531,874.00
		AMOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	\$7,409,994.00
		PAYABLES TO PARENT, SUBSIDIARIES, & AFFILIATES	\$2,042,440.00
		PAYABLE FOR SECURITIES	\$4,366,865.00
		PROVISION FOR REINSURANCE	\$16,461,981.00
		CEDED REINSURANCE PREMIUMS PAYABLE	\$41,418,748.00
		OTHER ACCRUED EXPENSES AND LIABILITIES	<u>\$2,263,294.00</u>
		TOTAL LIABILITIES	<u>\$1,094,231,962.00</u>
		COMMON CAPITAL STOCK	\$4,500,000.00
		GROSS PAID IN AND CONTRIBUTED SURPLUS	\$523,520,936.00
		UNASSIGNED SURPLUS	<u>\$426,193,041.00</u>
		TOTAL SURPLUS TO POLICYHOLDERS	<u>\$956,213,977.00</u>
		TOTAL LIABILITIES & SURPLUS	<u>\$2,050,445,939.00</u>

Lauren T. Welch, being duly sworn, says she is VP US Financial Controller of Argonaut Insurance Company and that to the best of her knowledge, and belief, the foregoing statement is a true and correct statement of the financial condition of said Company as of the 31st of December, 2019.

Subscribed and sworn to before me this 1st day of May 2020


 Notary Public


 Lauren T. Welch, VP US Financial Controller



Litigation Bond

LITIGATION BOND

Bond No. SUR0063101

KNOW ALL BY THESE PRESENTS: That we, SG Gaming, Inc., as Principal (hereinafter Referred to as "Principal") and the Argonaut Insurance Company, as Surety (hereinafter referred to as "Surety") are holden and firmly bound jointly and severally unto New York Gaming Commission as Obligee (hereinafter referred to as "Obligee") in the sum of One Million & 00/100 Dollars (\$1,000,000.00) to which payment well and truly to be made, we hereby bind ourselves, our successors, and assigns, firmly by these presents.

WHEREAS, New York Gaming Commission issued a Request for Proposal (hereinafter referred to as "RFP") dated February 5, 2021 and in response to the RFP the Principal has submitted a Proposal for RFP C202017 - Providing Video Lottery Terminals, Games and Software Lot 1 (hereinafter referred to as "Proposal").

WHEREAS, New York Gaming Commission the RFP requires the Principal to submit with its proposal a bond in the amount of One Million & 00/100 Dollars (\$1,000,000.00).

NOW, THEREFORE, the condition of this obligation is such that a claim upon this Bond may be made by the Lottery under the following conditions: the Principal sues the Lottery, the State of New York, or any of their officers and employees, other contractors, or retailers with regard to any matter relating to the award of a contract pursuant to the RFP, and the Principal is not the prevailing party in such suit.

The purpose of this Bond is to permit the Lottery or other defendants to recover damages, including reasonable attorneys' fee, expenses and court costs resulting from such litigation. This Litigation Bond shall remain in effect for a period of Two (2) Years from the date of submission of the Proposal. Following signing of a contract with the Successful Vendor, the Litigation Bond of any Vendor may be released upon acceptance by the Lottery of a Covenant Not to Sue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 19th day of February, 2021.

This Bond is Effective March 19, 2021.

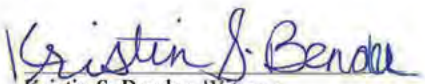
WITNESS:

SG Gaming, Inc.
Principal

BY: _____

WITNESS:

Argonaut Insurance Company
Surety


Kristin S. Bender, Witness


BY: _____
Annette Audinot, Attorney-In-Fact

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____ before me personally came

_____ to me known,

who, being by me duly sworn, did depose and say that he/she resides in

_____ that he/she is the

_____ of SG Gaming, Inc.

that corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he/she signed his/her name thereto by like order.

(SEAL)

Section 8 Certifications and Representations

State of New Jersey }
County of Morris } ss:

On February 19, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Annette Audinot

known to me to be Attorney-in-Fact of Argonaut Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires April 16, 2024


April Perez Notary Public

APRIL PEREZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APR. 16, 2024

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Bond Number: SUR0003101

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Annette Audinot

Their true and lawful agen(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument 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 hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Mues

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 18 day of February, 2021.



James Bluzard

James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

FINANCIAL STATEMENT
 ARGONAUT INSURANCE COMPANY
 STATUTORY BASIS as of 12/31/2019

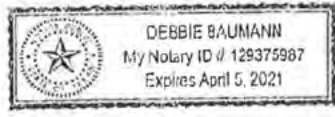
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CASH & INVESTED ASSETS	\$359,150,536.00	UNEARNED PREMIUMS	\$279,951,003.00
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NET DEFERRED TAX ASSET	\$38,388,316.00	OTHER EXPENSES	\$11,142,114.00
REINSURANCE RECOVERABLE	\$45,162,848.00	FUNDS HELD UNDER REINSURANCE TREATIES	\$105,226,922.00
OTHER ASSETS	\$44,646,911.00	CURRENT FEDERAL AND FOREIGN INCOME TAXES	\$862,931.00
TOTAL ASSETS	\$2,050,445,939.00	REMITTANCES AND ITEMS NOT ALLOCATED	\$1,531,874.00
		AMOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	\$7,409,994.00
		PAYABLES TO PARENT, SUBSIDIARIES, & AFFILIATES	\$2,042,440.00
		PAYABLE FOR SECURITIES	\$4,366,365.00
		PROVISION FOR REINSURANCE	\$16,461,381.00
		CEDED REINSURANCE PREMIUMS PAYABLE	\$41,118,748.00
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		UNASSIGNED SURPLUS	\$426,193,041.00
		TOTAL SURPLUS TO POLICYHOLDERS	\$956,213,977.00
		TOTAL LIABILITIES & SURPLUS	\$2,050,445,939.00

Lauren T. Welch, being duly sworn, says she is VP US Financial Controller of Argonaut Insurance Company and that to the best of her knowledge, and belief, the foregoing statement is a true and correct statement of the financial condition of said Company as of the 31st of December, 2019.

Subscribed and sworn to before me this 1st day of May 2020


 Notary Public


 Lauren T. Welch, VP US Financial Controller



Performance Bond Letter



February 19, 2021

New York Gaming Commission
Contracts Office
4th Floor, One Broadway Center
Schenectady, NY 12305

Re: RFP C202017 - Providing Video Lottery Terminals, Games and Software - Lot 1

To Whom It May Concern:

Argonaut Insurance Company, a corporation under the laws of the State of Illinois, with an office and place of business P.O. Box 469011, San Antonio, TX 78246, represents SG Gaming, Inc. for surety bonding needs.

At the present time, SG Gaming, Inc. is in a position to consider single projects up to \$25,000,000 within an aggregate limit of \$40,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of SG Gaming, Inc. At the request of SG Gaming, Inc., Argonaut Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between SG Gaming, Inc. and Argonaut Insurance Company, and will be subject to Argonaut Insurance Company standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. Argonaut Insurance Company assumes no liability to SG Gaming, Inc., third parties or to you if for any reason Argonaut Insurance Company does not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Annette Audinot
Argonaut Insurance Company
A- (Excellent) by A. M. Best Financial Size Category XIV (\$1.5 Billion to \$2 Billion)

13100 Wortham Center Drive, Suite
290
Houston, TX 77065
www.argolimited.com

T 281 640 7912

Section 8 Certifications and Representations

State of New Jersey }
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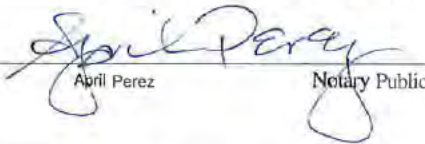
On February 19, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Annette Audinot

known to me to be Attorney-in-Fact of Argonaut Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires April 16, 2024


April Perez Notary Public

APRIL PEREZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APR. 16, 2024

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IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument 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.

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(Notary Public)

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James Bluzard, Vice President-Surety

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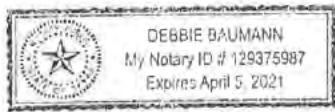
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Lauren T. Welch, being duly sworn, says she is VP US Financial Controller of Argonaut Insurance Company and that to the best of her knowledge, and belief, the foregoing statement is a true and correct statement of the financial condition of said Company as of the 31st of December, 2019.

Subscribed and sworn to before me this 1st day of May, 2020


 Notary Public


 Lauren T. Welch, VP US Financial Controller



Appendix S: Video Lottery Gaming Application For Agent/Vendor (4.2, 4.3)

NOTE

For clarity this section includes text from the New York State Gaming Commission RFP for New York Lottery, Video Lottery Games C202017 with Scientific Games' response in the appropriate section in blue.

4.2 LOT 1 SUBMISSIONS

In addition to all other specified information detailed below, the Bidder shall complete a Video Lottery Gaming Vendor License application using Appendix S: Video Lottery Gaming Application For Agent/Vendor.

SG is a current NYL vendor and has previously completed a Vendor License application.

Certification of Availability of Parent Company Resources (4.2.1.b(2))



March 19, 2021

Stacey Relation
Contract Management Specialist III
New York State Gaming Commission
One Broadway Center
Schenectady, New York 12305

Re: Scientific Games – Request for Proposals – Video Lottery Terminals – New York Lottery

Dear Stacey Relation:

Section 4.2.1.b(2) of the above referenced RFP states:

4.2.1.b.(2) If the Bidder is a subsidiary and will rely on the financial resources of the parent to perform this contract, the parent must certify, in writing, the availability of its resources to the Bidder.

Please accept the following statement as SG Gaming, Inc.’s response to this requirement:

SG Gaming, Inc. is a wholly owned subsidiary of Scientific Games Corporation. Scientific Games Corporation does hereby certify that it will make its resources available to SG Gaming, Inc., as required for SG Gaming, Inc. to perform its obligations under the Contract.

Sincerely,

A handwritten signature in blue ink that reads 'Bob Parente'.

Bob Parente
Chief Revenue Officer, Gaming
Scientific Games Corporation

Scientific Games
6601 S. Bermuda Road Las Vegas, NV 89119

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Section 9 Response to Specifications

NOTE

For clarity this section includes text from the New York State Gaming Commission RFP for New York Lottery, Video Lottery Games C202017 with Scientific Games' responses in the appropriate sections in blue.

NOTE

For purposes of clarity, a reference to a VLT in this section shall also include ETGs.

This section provides the following information:

- Part 1 – General Information on page 88
- Part 2 – Provisions on page 101
- Part 3 – Scope of Work on page 123
- Part 4 – Proposal Response on page 168
- Part 5 – Evaluation and Selection on page 171
- Appendix 9A – Bill Acceptor Specifications Example on page 176
- Appendix 9B – Product Catalog (3.4) for Lot 1 on page 180

Part 1 – General Information

The New York Gaming Commission (“Commission”) is the only entity authorized to clarify, modify, amend, alter, or withdraw the provisions of this Request for Proposals (“RFP”).

1.1 Introduction

- A. Generally. The Commission’s Division of Gaming, on behalf of the State of New York, is issuing this RFP to solicit vendors interested in providing video lottery terminals, games, and software that will connect to and work with the New York Lottery’s Video Lottery Central System (“Central System”).

The Commission intends to award licenses in three lots:

- Lot 1. Primary Suppliers, of which two licenses shall be awarded, will be authorized to each supply Video Lottery Terminals (“VLTs”) at a minimum of twenty-five (25) percent of each gaming floor and may be required to supply up to fifty (50) percent of each of the gaming floors, if necessary.
- Lot 2. Qualified Standard Device Suppliers, or “Qualified VLT Suppliers”, of which the number of licenses is unlimited, may collectively supply standard device VLTs to up to fifty (50) percent of each gaming floor, and no individual supplier may supply standard device VLTs in excess of ten (10) percent of each gaming floor. An individual Qualified VLT Supplier will not be guaranteed an allocation on any of the gaming floors. Qualified VLT Suppliers, upon licensing, shall be authorized to provide standard device VLTs to licensed Video Lottery Gaming Facilities at the discretion of each facility, subject to the restrictions included in this RFP.
- Lot 3. Qualified Electronic Table Games Suppliers (“Qualified ETG Suppliers”), of which the number of licenses is unlimited, may collectively supply Electronic Table Games (“ETGs”) up to one- hundred (100) percent of each gaming floor allocation of ETGs and no individual supplier may supply ETGs in excess of fifty (50) percent of each gaming floor allocation of ETGs. An individual

Qualified ETG Supplier will not be guaranteed an allocation on any of the gaming floors. A Qualified ETG Supplier, upon licensing, shall be authorized to provide ETGs to licensed Video Lottery Gaming Facilities at the discretion of each facility, subject to the restrictions included in this RFP.

Upon the award of a contract to a Successful Bidder under Lot 1, any bid for an award under Lots 2 or 3 made by such bidder will be removed from consideration and be considered withdrawn by the Successful Bidder as a condition of acceptance of the Lot 1 award.

Awards made under Lot 2 and Lot 3 of this RFP (collectively the “Qualified Suppliers”) may be non-exclusive contracts. These lots will be offered with a periodic recruitment solicitation. After this initial recruitment period, additional bid submissions shall not be accepted by the Commission until a periodic recruitment period is advertised by the Commission. The Commission reserves the right to not advertise any additional periodic recruitment periods, to make modifications to the terms and conditions in future periodic recruitment periods, or to limit a future periodic recruitment period to only one (1) of the two (2) lots.

In this RFP, the Commission has defined a series of objectives, requirements, and a Proposal evaluation approach that will represent its best interests in conformance with New York State statutes and regulations and Commission policies. A submitted Proposal shall include all information and documentation requested throughout this RFP.

The contents of this RFP, any modifications thereto, and the Proposal (consisting of a Technical Proposal and Pricing Proposal) will become binding contractual obligations on both parties if a Contract ensues. Failure of a Successful Bidder to accept these obligations may result in cancellation of the award.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- B. Relationship Limitation. The Commission will only procure VLTs from licensed manufacturers that are independent from and not in a Strategic Alliance with or an integral part of the Commission's Central System provider.

A Strategic Alliance is defined as a mutually advantageous, joint business venture between two or more entities that (1) produces a commodity or service not otherwise available, and/or (2) results in the sharing of

expertise and resources. The Commission will not permit any Strategic Alliances between VLT providers and the Central System provider. A Strategic Alliance shall not include the performance of Field Services by the Central System provider on behalf of a Supplier if such provider chooses to offer such services to all Suppliers.

Bidders are required to certify at the time of bid, using Appendix D: Non-Collusive Bidding Certification, that they do not have any such alliance with the Central System provider. The signed and notarized certification must be included in the Technical Proposal.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See *Appendix D: Non-Collusive Bidding Certification (1.1) on page 46*.

1.2 Background Information

Chapter 383 of the Laws of 2001, as amended by Chapter 85 of the Laws of 2002, provided the New York Lottery ("Lottery") with the authority to license the operation of Video Lottery Gaming at certain facilities around New York State.

Pursuant to an RFP issued by the Lottery, a central determinant finite pool Central System was procured and placed in operation for the opening of the first Video Lottery Gaming Facility at Saratoga Casino & Raceway on January 28, 2004.

The Commission was formally created on February 1, 2013, via Chapter 60 of the Laws of 2012, as part of the 2012/2013 Enacted State Budget. The measure merged the Division of the Lottery with the Racing and Wagering Board, forming a single state agency responsible for regulating all aspects of legal gaming and gambling activity in the state, including horse racing and pari-mutuel wagering, Class III Indian Gaming, the Lottery (including VLTs), commercial gaming and charitable gaming.

The Commission now administers the Video Lottery Gaming Program at eight (8) facilities within the State, with an additional facility authorized but not operating in Orange County. On an annual basis, these facilities currently process approximately \$38 billion in credits played on nearly 19,000 video gaming devices and achieve net win of approximately \$2 billion.

On April 23, 2019, the Commission issued a Request for Proposals for a Central System. An award of contract was offered to Everi Games, Inc. ("Everi"), and the contract between Everi and the Commission was finalized on November 15, 2019. The contract for the Central System provider expires on December 31, 2029. Respondents to this RFP will be required to provide games that connect to the Central System via authorized protocols. Upon submission of an

appropriately executed Everi Non-Disclosure Agreement each Bidder will be supplied with the authorized Everi protocol.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.3 Objective

The objective of this RFP is to ensure an adequate supply of VLTs are operational on each gaming floor, while also recognizing that vendors have aspects to their games which make them unique in the market and that they should be afforded an opportunity to participate in the Video Lottery Gaming program to maximize revenue to the State. Therefore, the Commission has bifurcated this RFP to provide a limited number of awards that provide guaranteed VLT allocations in exchange for the provision of a guaranteed level of supply and an unlimited opportunity for vendors to receive non-guaranteed allocations.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.4 Video Lottery Gaming

- A. Video Lottery Gaming, Operationally. To play video lottery, a player shall insert paper currency, a redemption ticket or other New York Lottery approved representative of value into a VLT entitling the player to purchase one or more electronic instant lottery tickets. The player determines the amount to be played or the price of the electronic instant lottery ticket to be purchased. With respect to each offered series, the player makes a choice by touching the dedicated display, a panel of buttons designated for such purposes, or some other similar interface, selecting the game identifier they wish to play.

After the player selects the game identifier and price per ticket, in general the next situated electronic instant lottery ticket is electronically dispensed from the site controller computer to the VLT which then displays the outcome associated with that ticket. Upon completion of play at a VLT, the player may cause the printing of a redemption ticket that may be used for play at another VLT or presented for verification and payment at the validation terminal at the Video Lottery Gaming Facility.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- B. Video Lottery Gaming System. At a functional level, the Commission requires its video lottery gaming system to support electronic instant lottery games and electronic table games. The video lottery gaming system is comprised of three components:

1. Central System. The Central System is a fault-tolerant or duplexed central determinate, finite pool system with supporting peripheral

equipment including, but not limited to, media storage, printers, controllers, management and data entry terminals; Video Lottery Gaming site controllers; application and system software required to operate the equipment and Central System; front-end communications processors and network connections for the Central System, as required; and terminals at each location to validate vouchers.

At a functional level, the Central System registers player wagering amounts, randomly draws results, stores, and distributes electronic instant lottery tickets to site controllers and performs certain accounting and security functions.

The Central System is located at the provider's primary data center, while site controllers are located in each Video Lottery Gaming Facility.

2. Video Lottery Terminals. VLTs consist of two (2) categories, standard devices and ETGs. VLTs, which connect to the Central System via site controllers, accept players' play amount and game selections, graphically display game menus, each game presentation and drawing results and issue redemption tickets. ETGs, which also must connect with the Central System via site controllers, may generate outcomes at each bank of games. Although player skill may influence the player's chance to win, outcomes must be determined to a material degree upon the element of chance.

ETGs are not authorized to be operated at Batavia Downs Gaming, Finger Lakes Gaming & Racetrack, Hamburg Gaming at the Fairgrounds, and Vernon Downs Casino & Hotel.

Games offered on the video lottery system are those in which players compete against each other by purchasing electronic instant lottery tickets from a finite depleting pool of electronic instant lottery tickets. No provision shall be made for the VLTs to execute any generation of random numbers.

3. Site Controllers. Site controllers are computers programmed to draw, store and dispense electronic instant lottery tickets in the sequence received from the Central System which link VLTs to the Central System. More than one site controller computer shall be utilized to control VLTs at a Video Lottery Gaming Facility.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- C. Electronic Instant Games. An electronic instant lottery ticket series consists of all representative tickets from a particular finite instant game pool produced in a manner providing a tiered prize structure whose overall prize structure shall be no less than ninety (90) percent of the series' overall purchase value. When created, the finite series shall be electronically intermixed to ensure random order within each series. Each series which resides in the Central System may be divided into smaller ordered quantities and sent to various site controllers, which shall upon request forward an electronic instant lottery ticket to a VLT. Once an electronic instant lottery ticket is removed from the finite series of electronic instant lottery tickets, it cannot be re-selected or re-dispensed.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.5 Minimum Qualifications

Any Bidder submitting a Proposal in response to this RFP must meet the minimum qualifications listed below. Information demonstrating the qualifications defined below must be incorporated into a Bidder response to RFP, Part 4 – Proposal Response.

The Bidder shall meet all requirements to receive a license as a Video Lottery gaming vendor pursuant to all applicable statutes and regulations. A Successful Bidder cannot place product on a gaming floor unless licensed by the Commission.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

Section 9 Response to Specifications

1. The Bidder, at the time of its submission of a Proposal in response to this RFP, shall have at least two (2) years' experience within the gaming industry and have manufactured gaming terminals that are currently in operation on casino floors in five or more gaming jurisdictions with independent regulatory authorities.

SG has over 20 years experience in Central Determination markets, and a has been a participant in the NYL Video Lottery program since inception in 2003.

2. A Bidder for a Primary Supplier (Lot 1) contract must be able to demonstrate a manufacturing capacity and game catalog sufficient to supply the required number of VLTs as outlined in RFP, Part 3 – Scope of Work.

For manufacturing capacity, see SG response in section 4.2.1.a.13, *Capacity to Manufacture and Deliver VLTs in Volume 1 - Information Volume*.

For game catalog information, see *Appendix 9B – Product Catalog (3.4) for Lot 1 on page 180*.

1.6 Schedule

The following dates are established for informational and planning purposes. The Commission reserves the right to adjust this schedule, in its sole discretion.

RFP Issued	February 5, 2021
Bidders' First Questions Due	February 17, 2021, by 3:00 p.m.
Commission Responses to First Questions	February 19, 2021 February 23, 2021
Bidders' Second Questions Due	February 24, 2021, by 3:00 p.m.
Commission Responses to Second Questions	February 26, 2021 March 1, 2021
Bidders' Third Questions Due	March 3, 2021, by 3:00 p.m.
Commission Responses to Third Questions	March 8, 2021
Primary Bidders' Proposals Due	March 19, 2021, by 3:00 p.m.
Contract Start Date	July 1, 2021

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.7 RFP Appendices, Attachments and Exhibit

The following documents are incorporated into this RFP:

Appendix A	Standard Clauses for NYS Contracts
Appendix B	Contract Form (incorporates Appendix A)
Appendix C	Bidder/Offeror Disclosure/Certification Form
Appendix D	Non-Collusive Bidding Certification
Appendix E	New York State Vendor Responsibility Questionnaire
Appendix F	Substitute W-9 Form – Vendor Identification Number
Appendix G	Electronic Payment (ePayment) Request
Appendix H	Contractor Certifications – ST-220-CA and ST-220-TD
Appendix I	Encouraging Use of New York State Businesses in Contract Performance
Appendix J	EEO and M/WBE Program
Appendix K	Diversity Practices (K.1 – K.3)

Appendix L	Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Businesses
Appendix M	Vendor Assurance of No Conflict of Interest or Detrimental Effect
Appendix N	Statement on Sexual Harassment
Appendix O	Anti-Discrimination EO 177 Certification
Appendix P	Insurer Qualifications and Insurance Requirements
Appendix Q	Bond Requirements
Appendix R	Glossary of Terms
Appendix S	Video Lottery Gaming Application For Agent/Vendor
Attachment 1	Bidder Acknowledgement of Addendum
Attachment 2	Pricing Proposal Form
Attachment 3	Document Submittal Checklist
Attachment 4	Non-Bid Response

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.8 Bidder/Contractor Differentiation

Throughout this RFP the term "Bidder" is used to reference an entity during the preparation and submission of a Proposal and any requirements preceding the award of a final Contract. In describing post-contract award, the term "Successful Bidder" is used.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.9 Headings

The headings used in this RFP are for convenience only and shall not affect the interpretation of any of the terms and conditions of this RFP.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.10 Designated Contacts

Consistent with the public policy established by the New York State Procurement Lobbying Law, described below, the Contract Management Specialists designated below are the only points of contact regarding matters relating to this RFP, unless additional points of contact are designated by them.

ALL BIDDERS RESPONDING TO THIS RFP AND ALL COMMUNICATIONS CONCERNING THIS PROCUREMENT MUST BE ADDRESSED IN WRITING TO EITHER OF THE CONTRACT MANAGEMENT SPECIALISTS NOTED BELOW:

New York State Gaming Commission
 Contracts Office, 4th Floor
 One Broadway Center
 Schenectady, NY 12305

Stacey Relation, Contract Management Specialist III
Stacey.Relation@gaming.ny.gov

or

Alysan Bowers, Contract Management Specialist II
Alysan.Bowers@gaming.ny.gov

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.11 Procurement Lobbying Restrictions

As required by the New York State Procurement Lobbying Law (New York State Finance Law sections 139-j and 139-k), this RFP includes and imposes certain restrictions on communications between the Commission and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest solicitation of offers through final award and approval of the resulting Contract by the Commission and the Office of the State Comptroller ("restricted period") to other than designated staff members unless the contact is permitted by the statutory exceptions set forth in New York State Finance Law Section 139- j (3)(a). Designated staff members are identified in Section 1.12 of this RFP.

Commission employees are permitted to communicate with Bidders concerning this RFP only under circumstances described in the New York State Procurement Lobbying Law. Any Bidder causing or attempting to cause a violation or circumvention of the Procurement Lobbying Law may be disqualified from further consideration for selection.

Commission employees are required to obtain certain information when contacted by a Bidder during the "restricted period" and to make a determination of the responsibility of the Bidder pursuant to Sections 139-j and 139-k. A violation can result in a determination of non-responsive or non-responsible, which can result in disqualification for a contract award. In the event of two (2) determinations within a four (4) year period, a Bidder will be debarred for a period of four (4) years from obtaining a governmental procurement contract award. Further information about these requirements can be found at: <http://www.ogs.ny.gov/acpl>.

The Commission reserves the right, in its sole discretion, to terminate the Contract in the event that the Commission determines that the certification filed by the Bidder in accordance with New York State Finance Law 139-k was intentionally false or intentionally incomplete. Upon such determination, the Commission may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of the Contract.

Each bidder shall complete and submit with their Proposal an Appendix C: Bidder/Offeror Disclosure/Certification Form.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See *Appendix C: Bidder/Offeror Disclosure/Certification Form (1.11) on page 45.*

1.12 Questions and Inquiries

Questions from Bidders regarding this RFP must be submitted via electronic mail to

Stacey.Relation@gaming.ny.gov or Alysan.Bowers@gaming.ny.gov, no later than the date and time specified in the schedule. Neither faxed nor telephoned questions are acceptable. If questions are provided via an attachment to electronic mail, the questions must be provided in Microsoft Word format.

Bidders are cautioned that any question or inquiry regarding the RFP must be written in generic terms and must not contain pricing information. The inclusion of specific information about a Bidder's pricing in an inquiry may result in the Bidder's disqualification.

Responses to all questions, and any changes to the RFP resulting from such questions, will be communicated via published addenda, which will be posted on the Commission's website.

An Attachment 1: Bidder Acknowledgement of Addendum Form, to be incorporated into this RFP, will be provided with each addendum. Bidders are required to include with their respective bids a signed Form for each addendum issued.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See *Section 2: Attachment 1: Bidder Acknowledgement of Addendum on page 9.*

1.13 Non-collusive Bidding Requirement

In accordance with section 139-d of the New York State Finance Law, if the Contract is awarded based upon the submission of Proposals, the Bidder must warrant, under penalty of perjury, that its Proposal was arrived at independently and without collusion aimed at restricting competition. Each Bidder must further warrant that, at the time the Bidder submitted its bid, an authorized and responsible person executed and delivered to the Commission a Non-Collusive Bidding Certification on Bidder's behalf.

The Appendix D: Non-Collusive Bidding Certification Form must be completed and submitted with a bid

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See *Appendix D: Non-Collusive Bidding Certification (1.1) on page 46.*

1.14 New York State Vendor Responsibility Questionnaire

Bidder agrees to fully and accurately complete Appendix E: New York State Vendor Responsibility Questionnaire (hereinafter the "Questionnaire"), which is also available online at: <https://www.osc.state.ny.us/vendrep/>.

Bidders are encouraged to complete the online form, as it will expedite Contract approval. If you do not have an online Questionnaire that is current and certified, you must complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the Commission's determination that the Bidder is responsible, and that the Commission will be relying upon the Bidder's responses to the Questionnaire in making that determination. The Bidder agrees that if it is determined by the Commission that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such determination, the Commission may terminate the Contract by providing ten (10) days written notification to the Bidder. In no case shall such termination of the Contract by the Commission be deemed a breach thereof, nor shall the Commission be liable for any damages for lost profits or otherwise, which may be sustained by the Bidder as a result of such termination.

Unless the Questionnaire has been filed on-line, a Questionnaire must be completed and submitted with a bid.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See *Appendix E: NYS Vendor Responsibility Questionnaire (1.14) on page 47.*

1.15 Designation of Proprietary Information

During the evaluation process, the content of each Proposal will be held in confidence and details of any Proposal will not be revealed (except as may be required under the New York State Freedom of Information Law ("FOIL") or other State law). FOIL provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause substantial injury to the competitive position of a commercial enterprise. This exception applies both during and after the evaluation process.

If you believe your Proposal contains any such trade secrets or other Confidential Information, you must submit a request with your Proposal to exempt such information from disclosure. Such request must: (a) identify the specific material in the Proposal you believe should be exempt from disclosure; (b) identify the location (section, page number) of such material; and (c) state the reasons why the information should be exempt from disclosure.

Requests for exemption of the entire contents of a Proposal from disclosure have generally not been found to be meritorious and are discouraged. Please limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your business.

Upon receipt of proprietary designations, the Commission's legal staff, as directed by the Designated Contacts, will review each designation and communicate with the Bidder in the determination of such designation. The designation shall not become final until accepted by the Commission via formal letter. Once the designation is

final, the Bidder will be required to submit a redacted version of the Proposal consistent with the accepted designation. The redacted version will be the material that is released upon a FOIL request.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See Section 5: Designation of Proprietary Information, 1.15 on page 33.

1.16 Clarification Process

The Commission may request clarification from a Bidder for the purpose of resolving any ambiguity or questioning information presented in the Proposal. Clarifications are an opportunity to explain, but not to make changes to, a Proposal. Responses must be submitted to the Commission within the time stipulated at the time of the request. As applicable, clarifications will be treated as addenda to the Proposal.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.17 Site Visits and Demonstrations

The Commission may, at its sole discretion, visit any site where a Bidder conducts, or has conducted, operations similar to the services required in this RFP, and may require demonstrations of such equipment as proposed by the Bidder. A Bidder shall cooperate in arranging and coordinating such site visits, but a Bidder shall not be permitted to pay for any travel, accommodations, or other costs.

Any site visits and/or demonstrations will be used to substantiate the information provided in the Technical Proposal.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.18 Disclosure and Investigations during Proposal Evaluation

Subsequent to Proposal submission, the Commission may initiate investigations into the backgrounds of the Bidder and individuals or entities related to any officers, directors, members, principals, investors, owners, subcontractors, employees, or any other individuals or entities related to the Bidder, as the

Commission may deem appropriate, in the discretion of the Commission. Such background investigations may include fingerprint identification by the New York State Division of Criminal Justice Services and the Federal Bureau of Investigation, and such additional investigation as may be required.

The Commission may reject a Proposal based upon the results of these background checks. Each Bidder is advised that any Bidder who knowingly provides false or intentionally misleading information in connection with any investigation by the Commission may cause the Proposal of such Bidder to be rejected, or a Contract to be canceled by the Commission, in the sole discretion of the Commission.

If a Bidder or a subcontractor is a subsidiary of a parent entity, the Commission may, in its sole discretion, require the above disclosures from the parent entity.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.19 Disclosure of Litigation and Other Information

Because the Commission has a strong interest in the Successful Bidder's continuing ability to provide secure, high quality products and services, the Commission requires that a Bidder list and summarize pending or litigation that the Bidder is aware will likely be initiated, administrative or regulatory proceedings or similar matters that could materially affect the Bidder. As part of its disclosure requirement, a Bidder must state whether the Bidder or any of the owners, officers, directors, or partners of such Bidder have ever been convicted of a felony. Failure to disclose any such matter may result in rejection of the Proposal or termination of a Contract. Such disclosures must be included with the Proposal.

This disclosure obligation is a continuing requirement. Any such matter commencing after submission of a Proposal, and with respect to the Successful Bidder after the approval of a Contract, must be disclosed to the Commission within 10 business days in a written statement to the Commission.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See *Disclosure of Litigation and Other Information (1.19)* on page 35.

1.20 Conflicts of Interest

Throughout the procurement process, Bidders must identify and bring to the attention of the Commission, actual or apparent conflicts of interest as knowledge of such conflicts arise, as follows:

- A. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of five (5) percent or more, parents, subsidiaries, or affiliated businesses, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Bidder or former officers and employees of the Commission, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your business would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Commission of, and resolve any such conflicts.
- B. The Bidder must disclose whether it, or any of its members, shareholders of five (5) percent or more, parents, subsidiaries, or affiliates have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "JCOPE"), and if so, a brief description must be included indicating how any matter before JCOPE was resolved or whether it remains unresolved.

In addition, the Bidder must complete and return with its bid, an Appendix M: Vendor Assurance of No Conflict of Interest or Detrimental Effect Form.

This disclosure obligation is a continuing requirement. Any Bidder awarded a contract under this RFP will have an ongoing obligation to inform the Commission of any actual or apparent conflicts of interest.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See *Appendix M: Conflict of Interest Disclosure (1.20)* on page 41.

1.21 New York State Public Officers Law

Contractors, consultants, licensees, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York State Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two (2) years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the State Agency or Authority.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.22 Ethics Requirements

A Successful Bidder and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York State Public Officers Law,

other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Successful Bidder certifies that its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Successful Bidder or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Successful Bidder or its Subcontractors derived from this Contract. The Successful Bidder shall identify and provide the State with notice of those employees of the Successful Bidder and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Successful Bidder provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate the Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.23 Certification of Compliance with State Finance Law § 139-I

By submission of this Proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State Labor Law. Successful Bidder certification of compliance with New York State Finance Law § 139-I is included with this RFP as Appendix N: Statement on Sexual Harassment.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See *Appendix N: Statement on Sexual Harassment (1.23)* on page 67.

1.24 Executive Order No. 177 Certification

The New York State Human Rights Law, Article 15 of the New York State Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The New York State Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The New York State Human Rights Law may also require reasonable accommodation in employment on the basis of a sabbath observance or religious practices.

In accordance with Executive Order No. 177, the Bidder must certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the New York State Human Rights Law.

The certification is included with this RFP as Appendix O: EO 177 Certification.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including, but not limited to the First Amendment of the U.S. Constitution, Article 1, Section 3 of the New York State Constitution, and section 296(11) of the New York State Human Rights Law.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See *Appendix O: Anti-Discrimination EO 177 Certification (1.24)* on page 68.

1.25 Change in Financial Condition

If a Bidder who has submitted a Proposal in response to this RFP experiences a substantial change in financial condition prior to the award of a Contract pursuant to this RFP, or if a Successful Bidder experiences a substantial change in financial condition during the term of the Contract with the Commission, the Bidder is required to notify in writing the Executive Director, or Commission designee, at the time the change occurs or is identified. Failure to notify the Executive Director, or Commission designee, of such a change may result in rejection of the Proposal or termination of the Contract, in the sole discretion of the Commission. This disclosure obligation is a continuing requirement.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.26 Change in Ownership

If a Bidder experiences a material change in ownership prior to the award of a Contract or during the term of a Contract with the Commission, the Bidder is required to notify in writing the Executive Director at the time the change occurs or is identified. "Change in Ownership" is defined as any merger, acquisition, assignment or change in parties who, in the aggregate, own greater than five (5) percent of the Bidder or the parent company of the Bidder. Failure to notify the Commission of such a change may result in the rejection of a Bidder's Proposal or termination of the Contract. The Commission reserves the right, based on its assessment of a material change in ownership, to reject a Proposal or terminate a Contract. This disclosure obligation is a continuing requirement.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.27 News Releases

A news release pertaining to this RFP or the services to which this RFP relates may not be made without prior written Commission approval, and then only in accordance with express written instructions from the Commission. No outcome of the award under this procurement may be released without prior approval by the Commission and then only to persons designated by the Commission.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.28 Advertising

Each respondent agrees not to use the Commission's name, logos, images, nor any data or results arising from this procurement or Contract as part of any commercial advertising without prior written approval by the Commission, and then only in consultation and cooperation with the Commission.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

1.29 State's Reserved Authority

In addition to any authority set forth elsewhere in this RFP, the Commission reserves the authority to:

- A. Award a Contract for all, part or none of the services requested by this RFP;
- B. Waive any informality or technical defect if, in the judgment of the Commission the best interest of the Commission will be so served;
- C. Eliminate any non-material mandatory specification(s) that cannot be complied with by any of the prospective Bidders;
- D. Amend the RFP and direct Bidders to submit Proposal modifications accordingly;
- E. Change any of the scheduled dates stated herein;
- F. Reject any or all bids received in response to this RFP, and reissue a modified version of this RFP;
- G. Withdraw the RFP at any time, at the sole discretion of the Commission;
- H. Seek clarifications and revisions to bids;
- I. Use information obtained through site visits, interviews and investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the request by the Commission for clarifying information in the course of evaluation and/or selection under this RFP;
- J. Disqualify any Bidder whose conduct and/or Proposal fails to conform to the requirements of this RFP;
- K. Negotiate with the Successful Bidder within the scope of the RFP in the best interests of the State;
- L. Request Best and Final Offers;
- M. Set aside the original Successful Bidder if the Commission determines that the Bidder is non-responsive or is non-responsible. The Commission may then award a Contract to the next highest responsive and responsible Bidder; and
- N. Stop the work covered by this RFP and the Contract at any time that it is deemed the Successful Bidder is unable or incapable of performing the work to the Commission's satisfaction. In the event of such, the Commission shall have the right to arrange for the completion of the work in such a manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the Successful Bidder and its surety shall be liable to the State of New York for any such cost thereof. In the event the Commission stops the work as provided herein, together with the reason thereof, the Successful Bidder shall have ten (10) working days to respond thereto before any such stop order shall become effective.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

Part 2 – Provisions

2.1 Governing Law

The Proposal submission process, the evaluation of Proposals, the award procedure, and any contract resulting from this RFP, shall be governed by the laws of the State of New York and shall be interpreted according to New York State law. All disputes of claims arising under this RFP or any contract resulting from this RFP, other than as specifically set forth in this RFP, shall be brought exclusively in the appropriate court of the State of New York. By submitting a Proposal, a Bidder waives access to any other court or forum that may have concurrent jurisdiction within or outside New York State to hear or resolve any such dispute or claim.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.2 Form of Contractual Agreement

Following notification of award, a Successful Bidder will be required to sign a contract with the Commission. The final contract will be in the form incorporated as Appendix B: Contract Form (the "Contract"), or as revised through the RFP amendment process. Appendix A: Standard Clauses for NYS Contracts, is part of all New York State contracts and is incorporated into the Contract. The Contract will become binding and effective after approval by the Commission and the New York State Office of the Attorney General and the New York State Office of the Comptroller.

Any exception to the Contract must be raised in a Bidder question submitted to the Commission pursuant to the schedule set forth as Section 1.6 and in accordance with the Question and Answer process set forth as Section 1.12. The Commission does not intend to negotiate any changes in the provisions of the Contract following the receipt of proposals.

Every Bidder responding to this RFP must include in its Proposal a signed Contract. Signing the Contract form and submitting it as part of the Technical Proposal serves as acknowledgment and agreement to the terms of the Contract if deemed a Successful Bidder. Failure to comply with this submission requirement may deem the Bidder's Proposal non-responsive.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.3 Licensing

Successful Bidders will be required to successfully complete a licensing process applicable to vendors of the Video Lottery Gaming Program prior to the placement of any product on the gaming floor of any Gaming Facility.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.4 Background Investigations

The Commission will initiate, or cause to be initiated, investigations into the backgrounds of the Successful Bidder and any officers, principals, investors, creditors, owners, subcontractors, employees, or any other associates of the Successful Bidder(s) it deems appropriate. Such background investigations will include criminal history fingerprint identification using the New York State Division of Criminal Justice Services and the Federal Bureau of Investigation. The fee(s) for the background investigations shall be paid by the Successful Bidder. The Commission may reject a license application and revoke a contract award based upon the results of these investigations.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.5 Audit Requirements

- A. The Successful Bidder shall be required to have a financial statement audit conducted annually by a certified public accounting firm. A certified copy of the Successful Bidder's audited financial statements shall be provided to the Commission annually;
- B. In addition, a complete internal control audit shall also be conducted annually by an independent certified public accounting firm. This audit shall be conducted pursuant to Statement on Standards for Attestation Engagements No. 18 or any superseding standard, as issued by the American Institute of Certified Public Accountants. The Commission reserves the right to specify the type of report and the control objectives to be examined. The Commission also reserves the right to approve the accounting firm chosen to perform the internal control audit and reserves the right to designate the annual period to be covered by the report and the date by which the report is due;
- C. The Commission reserves the right to require the first such audit to be conducted within ninety (90) days of VLTs and/or games and software installation and final acceptance of the VLTs and/or games and software by the Commission at each Video Lottery Gaming facility operating VLTs;
- D. Both aforementioned audits shall be conducted at the expense of the Successful Bidder;
- E. The Commission, any independent certified public accounting firm designated the Commission, and the Office of the State Comptroller shall have the right to review the work papers of these audits and obtain copies thereof, if considered necessary by the Commission; and
- F. The Commission and any Commission designated independent certified public accounting firm shall be given a copy of all reports including any management letters issued as a result of the specified audits.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.6 Right to Audit Successful Bidder's New York Operation System

The Commission reserves the right to audit the Successful Bidder's records and operations as they relate to the services provided. Said audits may be conducted by the Commission's own auditors, an independent firm specified by the Commission, or auditors from the Office of the State Comptroller.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.7 Contract Elements

The Contract resulting from this RFP will include the following parts:

- Appendix A: Standard Clauses for NYS Contracts
- Addenda to the Contract, if any
- Contract
- Clarifications and Addenda to the RFP, in any
- RFP, Appendices, Attachments, and Exhibits
- Clarifications to the Bidder's Proposal
- Bidder's Proposal

In the event of a conflict in any provisions of these documents, the order of precedence shall be as listed above from the highest to the lowest.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.8 Severability

If a court of competent jurisdiction determines any portion of this RFP and/or the Contract to be invalid, such portion shall be severed, and the remaining portions of the RFP and/or the Contract shall remain in effect.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.9 Term of Contract

The Contract shall be effective July 1, 2021 through December 31, 2029.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.10 All-inclusive

Appendix B is intended to be an all-inclusive Contract. Unless otherwise specified, "all-inclusive" shall mean that the bid price includes, but is not necessarily limited to: all labor, material, and supplies; all administrative, reporting, or other requirements; and all overhead costs and profit. It shall also include parking fees and any other ancillary fees and costs, including permits, licenses, insurance, etc. Details of services not explicitly stated in these specifications, but necessarily attendant, are deemed to be understood by the Successful Bidder and included herein.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.11 Compensation, Invoicing and Payment

The Commission shall, each week, utilize Central System reports to calculate the amount of net win and the compensation due and owing to the Successful Bidder consistent with the schedule provided by the Contractor in its Pricing Proposal. For the purposes of the provisions of New York State Finance Law and Article 34 of the New York State Tax Law permitting the retention of a portion of sales revenues as compensation for services, the Successful Bidder shall be considered a "licensed lottery sales agent", a "licensed lottery retailer", or a "retailer".

For Primary Suppliers (Lot 1), the Commission shall compensate the Successful Bidder for the base price provided in the Pricing Proposal plus the cost of any additional options selected by a licensed Video Lottery Gaming Facility, at its discretion, provided that such licensed Video Lottery Facility must reimburse the Commission for any cost that results in the total compensation for all Primary and Qualified Suppliers exceeding the weighted average of the base compensation rate as a percentage of net machine income bid by the two successful Primary Bidders where the weighting shall be the relative percentage of actual net win achieved on each Primary Suppliers machines to be calculated for each week of operation, referred to hereafter as "Average Base Compensation Rate".

The Bidder shall include available additional options within the catalog provided to the Commission along with the price of these options. Such price must be provided as the amount charged in addition to the base price provided on the Pricing Proposal. Options included within the catalog shall be available to all licensed Video Lottery Facilities, at their discretion, and upon the assumption of the financial responsibility for the excess cost of all selected options. A Successful Bidder has no guarantee that any such options will be selected by any licensed Video Lottery Facility, and the failure of licensed Video Lottery Facilities to select such options shall not relieve the Successful Bidder from fulfilling their obligations at the rate included on the Pricing Proposal. Before delivery of any options selected by a licensed Video Lottery Gaming Facility, a Successful Bidder shall obtain

written affirmation from the Video Lottery Gaming Facility accepting the financial responsibility to reimburse the Commission for all costs exceeding the Average Base Compensation Rate.

For Qualified Suppliers (Lots 2 and 3), the Commission shall compensate the Successful Bidder for the price provided in the Pricing Proposal. Should a licensed Video Lottery Gaming Facility, at its discretion, select a product from a Qualified Supplier for placement on its gaming floor, the licensed Video Lottery Gaming Facility must reimburse the Commission for any cost that results in the total compensation for all Primary and Qualified Suppliers exceeding the Average Base Compensation Rate. The Bidder shall include all prices within the catalog provided to the Commission which shall be considered the Bidder's Price Proposal. Before delivery of any product selected by a licensed Video Lottery Gaming Facility, the Successful Bidder shall obtain written affirmation from the Video Lottery Gaming Facility accepting the financial responsibility to reimburse the Commission for all costs exceeding the Average Base Compensation Rate.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.12 Vendor Identification Number

Appendix F: Substitute Form W-9 – Vendor Identification Number has been incorporated into this RFP. To do business with the New York State, each Bidder is required to obtain a New York State Vendor Identification Number for use in the Statewide Financial System. If the Bidder does not already have a Vendor Identification Number, Appendix F must be completed and submitted directly to the Commission upon notification of award. The purpose of Appendix F, which will capture the Successful Bidder's taxpayer identification number, business name, and business contact person, is to allow the State to establish a Vendor file in the Statewide Financial System.

Note: IRS Form W-9 is not acceptable for this purpose.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.13 Electronic Payment (ePayment) Program

If awarded a Contract, a Successful Bidder may enroll in the Electronic Payment program ("ePayment") through the Office of the State Comptroller. The ePayment program transfers payments directly into a Successful Bidder's bank account, much more quickly than payment by check. Upon execution of the Contract, a Successful Bidder will need to submit an Electronic Payment Request.

Additional information and procedures for enrollment into the ePayment program can be found at the Office of the State Comptroller website. For reference and convenience, a copy of the ePayment request form has been attached as Appendix G: Electronic Payment (ePayment) Request.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.14 New York State Tax Law Section 5-a

A Successful Bidder awarded a Contract must comply with the requirements of New York State Tax Law § 5-a, which requires persons awarded contracts valued at more than one hundred thousand (100,000) dollars with State agencies, public authorities, or public benefit corporations, to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors, have a valid certificate of authority to collect New York State and local sales and compensating use taxes. All Contractors, affiliate, subcontractor, or affiliate of a subcontractor must be certified as having a valid certificate of authority if such entity has made sales delivered within New York State of more than three hundred thousand 300,000 dollars during the relevant period. The Office of the State Comptroller or other responsible approver cannot approve the Contract unless a Successful Bidder is registered with the New York State Department of Taxation and Finance to collect sales and compensating use taxes.

Appendix H: Contractor Certifications – ST-220-CA and ST-220-TD contains forms necessary to comply with New York State Tax Law § 5-a. Form ST-220-TD must be filed directly with the New York State Department of Taxation and Finance, while Form ST-220-CA must be filed with the Commission. A Successful Bidder shall file each Form within seven (7) calendar days of award notification.

Bidders can visit the New York State Department of Taxation and Finance website.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.15 Insurer Qualifications and Insurance Requirements

In their Proposal, each Bidder must provide a statement agreeing that if awarded a Contract under this solicitation, they will comply with the insurer qualifications and insurance qualifications. These requirements are found at Appendix P: Insurer Qualifications and Insurance Requirements.

A Successful Bidder must comply with these requirements to remain responsible under the terms of the Contract.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See Appendix P: Insurer Qualifications and Insurance Requirements (2.15) on page 69.

2.16 Bond Requirements

Bidders are required to obtain bonds, as specified in Appendix Q: Bond Requirements.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See Appendix Q: Bond Requirements (2.16) on page 70.

2.17 Liquidated Damages

- A. Successful Bidder Acknowledgments. A Successful Bidder shall acknowledge:
1. Failure to fulfill the obligations of the Contract will cause damage to the Commission;
 2. Establishing the precise value of such damage would be costly, and difficult, and the amount of actual loss may be, or is incapable or difficult of precise estimation;
 3. The liquidated damage amounts specified herein are good faith efforts to quantify the damages that could be reasonably anticipated at the time of making a Contract and are intended to bear a reasonable proportion to the probable loss sustained by a Successful Bidder's failure to fulfill obligations;
 4. The Commission may, therefore, in its discretion, deduct liquidated damages from the compensation otherwise due to the Successful Bidder in the amount of fifteen thousand (15,000) dollars unless otherwise stated herein. All assessments of the liquidated damages shall be within the discretion of the Commission and shall be in addition to, and not in lieu of, the right of the Commission to terminate a Contract or pursue other appropriate remedies, including the right to pursue in a court of competent jurisdiction a claim for actual damages arising from a Successful Bidder's failure to fulfill its obligations; and
 5. The Commission shall notify a Successful Bidder in writing of the assessment of liquidated damages for any default specified herein and such damages shall be paid within thirty (30) days of receipt of the assessment notice by deducting such damages

from the compensation otherwise due to a Successful Bidder. If payment is not made within such thirty (30) day period, the Commission may collect such damages by making a claim against the performance bond or by any other lawful method.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- B. Late Installation. The Commission will establish an installation date for the completed VLTs. After installation, the VLTs must be tested and approved by the Commission or its authorized representative prior to the VLTs becoming operational. If a Successful Bidder fails to meet the installation deadline, through his or her own actions, the Commission may assess liquidated damages in the amount of one hundred (100.00) dollars per VLT for each day of delay. The VLTs will be considered operational when they have been installed, tested, and accepted by the Commission and are ready to be activated by the Central System for customer play.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- C. Untimely Terminal Repair. A Successful Bidder shall ensure that all their VLTs are repaired or replaced and operational within the "maximum repair time." "Maximum repair time" shall be measured from the time the Successful Bidder receives a service call to the time a repair is considered complete and the technician who completed the repair informs the Central System provider that the VLTs are repaired and ready to be activated for play.

For the purposes of this provision, "maximum repair time" shall be defined as follows: two (2) hours for any one (1) VLT. If said VLT is not repaired within the "maximum repair time," liquidated damages may be assessed at the rate of fifty (50) dollars per hour, or a fraction thereof that the VLT remains unrepaired beyond the "maximum repair time".

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- D. Lack of VLT Preventative Maintenance. A Successful Bidder is required to submit a preventative maintenance plan (see Section 3.7) ensuring the performance of effective preventative maintenance to their equipment. For each event of neglected preventative maintenance, liquidated damages of fifty (50) dollars per VLT, per day, may be assessed.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See 3.7 VLT Maintenance Program on page 149.

- E. Deficient VLT Field Maintenance. A Successful Bidder shall employ sufficient resources and inventory to meet the performance standards for VLT Field Service as specified in this RFP and within the Contract. Within thirty (30) calendar days after notification from the Commission that a performance standard for VLT Field Service is not being met, a Successful Bidder shall employ such additional resources as are necessary to meet the standard.

If a Successful Bidder does not bring deficient VLT field service up to the standards specified within thirty (30) calendar days of notification, the Commission may impose a penalty in the amount of five hundred (500) dollars per day until performance is in compliance.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- F. Failure to Provide Enhancements. During the term of the Contract, the Commission and a Successful Bidder shall agree in writing to a schedule for developing, testing, and implementing or installing modifications or enhancements to any existing VLTs and/or to

making additions of new games.

Once the Commission's request for a change has been issued to a Successful Bidder, a Successful Bidder has fifteen (15) working days to respond with a written proposal for delivery of the change. The Executive Director can make the binding determination of a delivery date for modifications and enhancements.

If a Successful Bidder fails to meet any date specified in such a schedule, the Commission may assess a penalty of five thousand (5,000) dollars per day for each day of delay regarding the modification, enhancement, or addition of a game.

Proposals must discuss how a Successful Bidder plans to administer changes in games and software version control and implement games and software enhancements throughout the life of the Contract (e.g., what process will be followed, lead-times needed to ensure thorough yet responsive updates, etc.).

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- G. Unauthorized Modifications. The Successful Bidder shall not implement any modification to any software or hardware of a VLT without the prior written consent of the Commission, except in limited emergency situations where Commission oral authorization has been obtained. Unauthorized modifications will be considered a violation of a license to supply VLTs and may result in an initial penalty of one hundred thousand (100,000) dollars and additional penalty of fifteen thousand (15,000) dollars per day for each day between the issuance of a removal order and the actual removal of the unauthorized modification and restoration of the system to its previous operating state. Egregious violations could result in the loss of any Commission-issued licenses.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.18 Equal Employment and Business Participation Opportunities

In accordance with Article 15-A of the New York State Executive Law and in conformance with the regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, a Bidder agrees to be bound by provisions to promote equality of economic opportunity for minority group members and women, and the facilitation of minority- and women-owned business enterprise participation.

Appendix J: EEO and M/WBE Program contains the Equal Employment Opportunity and Minority/Women-Owned Business Enterprises requirements of this RFP.

The M/WBE goal established under this solicitation is thirty (30) percent.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See Appendix J-2: Work Force Employment Staffing Plan (2.18) on page 60.

See Appendix J-4: MWBE Utilization Plan Form (2.18) on page 61.

2.19 New York State Service-disabled Veteran-owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into the New York State economy. The Commission recognizes the need to promote the employment of service-disabled veterans and ensure that certified servicedisabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Commission contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

The Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses form is included with this RFP as Appendix L.

The SDVOB goal established under this RFP is six (6) percent.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See *Appendix L: Participation Opportunities for New York State Service- Disabled Veteran Owned Businesses (2.19)* on page 63.

2.20 Successful Bidder Responsibilities as Primary Contractor

A Successful Bidder will be required to assume responsibility for all contractual activities offered in the Proposal, whether they directly perform such activities. Further, the Commission will consider a Successful Bidder to be the sole point of contact regarding contractual matters, including payment of all charges resulting from the Contract.

A Successful Bidder may have subcontractors; however, a Successful Bidder must accept full responsibility for the performance and obligations of any such subcontractor. If any part of the work is to be subcontracted, responses to this RFP must include a list of subcontractors, as required by Part 4 of this RFP.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

For subcontractor information, see SG response in section 4.2.1.a.5, *Subcontractors*, in *Volume 1 - Information Volume*.

2.21 Approval of Staffing

The Commission reserves the right to review and, if perceived necessary, disapprove any employee of the Successful Bidder, who is assigned to the Contract, either at Contract inception or during the term or any extension thereof.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.22 New York State Subcontractors and Suppliers

Bidders are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés, or in other partnering or supporting roles.

Subcontractor and supplier requirements are set forth in Appendix I: Encouraging Use of New York State Businesses in Contract Performance.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

See *Appendix I: Encouraging Use of New York State Businesses in Contract Performance (2.22)* on page 58.

2.23 Subcontract Approval

A Successful Bidder may subcontract a portion(s) of its services, as consistent with this Section, provided that the Successful Bidder retains ultimate responsibility for all services performed under the Contract.

- A. Initial Subcontracting. If a Successful Bidder will subcontract a portion(s) of its services, the subcontractor(s) shall be clearly identified and the nature and extent of their involvement in

and/or proposed performance under the Contract must be fully detailed in a Proposal. As part of this explanation, a subcontractor must submit to the Commission a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect Form, as contained Appendix M.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- B. Later Subcontracting. A Successful Bidder may arrange for a portion(s) of its responsibilities under this Agreement to be subcontracted to qualified, responsible subcontractors, subject to the written approval of the Commission. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- C. General Subcontracting Requirements. All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of the Contract including, but not limited to, the body of the Contract, Appendix A: Standard Clauses for NYS Contracts, and the RFP.

If at any time during performance under the Contract total compensation to a given subcontractor exceeds or is expected to exceed one hundred thousand (100,000) dollars, that subcontractor shall be required to submit and certify an Appendix E: New York State Vendor Responsibility Questionnaire.

Unless waived in writing by the Commission, all subcontracts between the Successful Bidder and subcontractors shall expressly name the State, through the Commission, as the sole intended third-party beneficiary of such subcontract.

A Successful Bidder shall give the Commission prompt notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor, or which may affect the performance of a Successful Bidder's duties under the Contract. Any subcontract shall not relieve a Successful Bidder in any way of any responsibility, duty and/or obligation of the Contract.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- D. Commission Review and Actions. The Commission reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s). This right shall not make the Commission or the State a party to any subcontract, or create any right, claim, or interest in the subcontractor or proposed subcontractor. The Commission may require a Successful Bidder to replace subcontractors who are determined to be unacceptable. Subcontractors are subject to background checks of personnel and principals and may also require Bidder licensing.

The Commission reserves the right, at any time during the term of the Contract, to verify that the written subcontract between a Successful Bidder and subcontractor(s) is in compliance with all the provisions of this section and any subcontract provisions contained in the Contract.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.24 Delegation and/or Assignment

No delegation of any duties under the Contract to another entity shall be binding upon the State until the Commission has given written consent to such delegation; nor shall assignments of rights to monies due, or to become due, under the Contract be permitted to any entity other than a Successful Bidder, except by express written consent of the Commission.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.25 Successful Bidder Code of Conduct

As a government-operated enterprise, the Commission is sensitive to all businesses with whom it contracts. It is essential that Successful Bidders avoid not only impropriety but also the appearance of impropriety. Therefore, Successful Bidders associated with the Commission shall:

- A. Offer goods and services only of the highest standards;

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- B. Use their best efforts to prevent the themselves and their industry from becoming embroiled in unfavorable publicity;

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- C. Make sales presentations in a responsible manner, and when it is necessary to point out the superiority of their goods or services over those of their competitors, to do so in such a manner as to avoid unfavorable publicity for the industry;

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- D. Avoid promotional activities that could be interpreted as improper and result in embarrassment to the industry;

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- E. Report security problems or potential security problems promptly to the Commission; and

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- F. Not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of material monetary value to any Commission employee.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.26 Game Playing and Prize Payment Restrictions (Amended, A.100)

No officer or employee of a Successful Bidder or employee of a subcontractor who is directly involved in game development, has access to game terminals, components that could impact game terminal performance or sensitive information regarding game terminals or software, nor anyone residing in the household of such officer or employee shall participate in the purchase of the video lottery games of the New York Lottery or be paid a prize in any video lottery game. A Successful Bidder shall ensure that this requirement, and any pertinent

Commission rule or regulation regarding this subject-matter, is made known to each officer and employee of the Successful Bidder and of any subcontractor.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.27 Management of Software Documentation

Before any VLT goes into production, a Successful Bidder shall deliver to an escrow account a complete listing of the software source programs, operations manuals, service manuals, and written procedures, with the program object code of all software. This includes all software executed on the equipment pertaining to the contracted VLTs, games and software to allow the Video Lottery Gaming Program to continue operations in the event a Successful Bidder becomes unable to perform.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.28 Licensed Intellectual Property

To the extent that the Bidder or a Successful Bidder will or plans to utilize or rely upon the intellectual property rights of a third-party in fulfilling its obligations under the Contract, the Bidder or Successful Bidder shall provide the Commission with whatever assurance the Commission deems necessary that the use of such third-party intellectual property is permissible. In addition, in the event of a failure to perform or a breach of Contract, a Successful Bidder must ensure continued right of use of licensed intellectual property by the Commission. The Commission will not pay a fee for rights already held by a Bidder; however, if fees are incurred for the licensing of intellectual property owned by any thirdparty relevant to the fulfillment of the services under this RFP, any fees to be paid by the Commission for use of a third-party's intellectual property will be negotiated on a case-by-case basis. As part of its Proposal, a Bidder must provide a list of any third-party's intellectual property relevant to this procurement that a Bidder is currently licensed to use.

The following table lists SG third-party intellectual property.

Third-party intellectual property

Brand	Holder
Elvis	Authentic Brands Group (ABG)
Friends	Warner Bros.
Loteria	Fremantle/Gallo
Michael Jackson	ABG / Triumph / Sony / MIJAC
Monopoly	Hasbro
Playboy	Playboy
Willy Wonka	Warner Bros.
Wonder Woman	Warner Bros.
James Bond	EON
VLT Themes	Ainsworth
VLT Themes	Aristocrat
VLT Themes	Aruze
VLT Themes	Atronic
VLT Themes	HIS Gaming
VLT Themes	Konami
VLT Themes	Wild Streak
Technology sharing agreements	International Gaming Technology
ETG Themes	Interblock® dd

2.29 Commission Physical Security Requirements

A Successful Bidder, including its employees, officers, agents, and subcontractors, shall be required to comply with all present and future security policies of the Commission. In addition, a Successful Bidder, its subcontractors, project managers, their employees, officers and agents, and any and all persons involved in projects and work assignments under this Contract will be required, prior to access to any Commission site, to be given a security clearance by the Commission. Anyone seeking access to a Commission site must provide their name, address, date of birth, company affiliation, and a company point of contact for employment verification, at least one (1) week prior to any site visit. Once preliminary access approval is granted by the Commission, all visitors to a site must provide two (2) forms of valid identification, including one photographic identification and one government issued identification, and written authorization that they are acting on behalf of a designated employer and/or Successful Bidder. Only after site authorization is confirmed, will access to the Commission site be approved.

A. Physical Security During the Delivery of Contracted Services.

1. A Successful Bidder shall be solely responsible for the safety and security of the project sites, facilities, and components under the Contract, with the exception that a Successful Bidder is not responsible for overall building security at locations under the control and management of Commission, State, local or federal agencies. A Successful Bidder remains responsible, however, for security of project components or equipment within such buildings (e.g., secure equipment enclosures within the space provided by such agencies). A Successful Bidder shall be responsible for, and shall correct its failure or theft of, any components or portion of the project due to a Successful Bidder's inadequate physical and/or information security at its cost and expense.
2. The physical security and the information security of project data shall be provided at a level commensurate with that normally established for a similar system in today's heightened security environment. All components of site security shall be of suitable strength and design and shall reasonably withstand attempts to gain unauthorized access.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

B. Access by Personnel.

1. A Successful Bidder, its officers, agents, subcontractors, and their employees and independent contractors, shall be required to comply with all applicable Video Lottery gaming facility and information security policies and procedures of the Commission and the State in performing the scope of work under the Contract.
2. A Successful Bidder warrants that individuals performing work under the Contract are legally eligible to work in the United States and that such eligibility shall be maintained during the engagement while the individual is accessing any Commission site, information systems or data contained therein. In addition, prior to accessing any Commission site, project information systems or data contained therein, a Successful Bidder, and its officers, agents, subcontractors, and their collective employees and independent contractors performing work under this RFP, shall be required to:
 - a. Obtain clearance from the Commission, which may include, at the Commission's discretion, a criminal history and/or background investigation of individuals proposed to perform work under the Contract. Individuals assigned to the project by or through a Successful Bidder shall be required to submit identifying information to the Commission.

- b. Obtain from the Commission and prominently display on their person, Commission-issued identification cards while physically present at any Commission site.
3. When an emergency or other circumstance occurs which renders immediate compliance with the foregoing requirements impractical, the Commission may, in its sole judgment, defer an individual's compliance with the foregoing requirements and grant temporary access. Such deferment shall not be construed as a waiver of the Commission's right to subsequently require security clearance as to any individual previously granted such temporary access; provided however, that even in such circumstances, the Commission shall approve such individual's access prior to such individual accessing a site, system, or data and the Commission may accompany such individual when on-site.
4. The Commission reserves the right, in its sole discretion, and without liability to a Successful Bidder's officers, agents, subcontractors, and their collective employees and independent contractors assigned to work under the Contract, to withhold approval of and refuse to permit access prior to such individual accessing a site, system, or data and the Commission may accompany such individual when on-site. The Commission reserves the right, in its sole discretion, and without liability to a Successful Bidder's officers, agents, subcontractors, and their collective employees and independent contractors assigned to work under the Contract, to withhold approval of and refuse to permit access to Commission facilities, electronic information systems or data contained therein, to any individual proposed by or through a Successful Bidder (i) who refuses to comply with the security procedures outlined in this section, or (ii) where the Commission determines that the individual(s) may present a risk to the Commission's security interests. The Commission shall not be liable for payments or damages of any kind if a Successful Bidder is delayed or unable to perform under the Contract resulting from the Commission's denial of access to any individual(s) pursuant to this section.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.30 Ownership of Materials

Ownership of all data, documentary material, and reports originated and prepared exclusively for the Commission pursuant to any Contract resulting from this RFP shall belong to the Commission. A Successful Bidder agrees that, except where noted, all materials, documents, products, reports, data, and other information, whether finished, unfinished, or draft developed, gathered, or compiled under the Contract by a Successful Bidder, are the sole exclusive property of the Commission and that they shall not be used or destroyed by a Successful Bidder or any other person without express written permission of the Commission.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.31 Net Neutrality Principles

Pursuant to New York State Executive Order 175, Internet Service Providers contracting with an Affected State Agency, as such term is defined by the Executive Order, must adhere to net neutrality principles and ensure that internet services provided to the Commission include net neutrality protections. Specifically, Internet Service Providers may not block lawful content, applications, services, non-harmful devices, or applications that compete with other services provided by the Internet Service Providers. By submission of a Proposal, the Bidder agrees to comply with these provisions.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.32 Production Acceptance of VLT, Games and Software Test Following Award

A Successful Bidder awarded a Contract resulting from this RFP is required to have their games tested by a Commission-approved independent testing laboratory. A Successful Bidder must furnish working models of each type (i.e. upright or slant top) of VLTs at the request of the laboratory. A Successful Bidder must also provide associated equipment, two (2) copies of VLT illustrations, schematics, block diagrams, technical and operational manuals, program object and source codes, hexadecimal dumps, if any, and any other information requested by the independent gaming laboratory. A Successful Bidder shall be responsible for all costs of the testing, examination and analysis. Cost for transportation of VLTs to the laboratory will be borne directly by the Successful Bidder. The testing, examination, and analysis of VLTs may include entire dismantling of the device and some tests that may result in damage or destruction to one or more of the components. The Commission, its approved independent testing laboratory and either's agents shall have no liability for any such damage or destruction.

The VLTs, games, and software must be tested for each requirement in this RFP. Until all tests are deemed successful by the Commission, no VLT shall be placed in service on a gaming floor.

A list of approved independent testing laboratories may be found on the Commission's website.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.33 Technology Provisions

- A. Federal and State Requirements. A Successful Bidder shall comply with applicable federal and New York statutes and regulations in relation to data security. State security policies and standards shall also apply. In the case of conflict, the more stringent application shall take precedence.

A Successful Bidder agrees that it shall immediately report to the Commission the discovery of any unauthorized use or disclosure of any Commission information. The Commission may terminate the Contract if it determines that a Successful Bidder has violated a material term of this section. The terms of this section shall apply equally to a Successful Bidder, its agents and subcontractors, if any.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- B. Permitted License Transfers. Should the Commission's business operations be altered, expanded, or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between agencies, as applicable ("permitted license transfers"). The Commission may make such permitted license transfers, without the need to secure the approval of a Successful Bidder but must give thirty days' prior written notice to a Successful Bidder of such transfer. There shall be no additional license or other transfer fees due a Successful Bidder, provided that: (i) the maximum capacity of the consolidated system is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or Million Instructions Per Second (MIPS)); or (ii) if the maximum capacity of the consolidated system is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to licensed capacity. In the event that the maximum capacity of the consolidated system is greater than the combined individual license capacity of all licenses running at the new site, and a logical or physical partition or other means of restricting use is not available, the fees due a Successful Bidder shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- C. Active Monitoring. A Successful Bidder hereby warrants and represents that the licensed product and all upgrades do not and will not contain any computer code that would disable or impair, in any way, the code's operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit the a Successful Bidder to access the licensed product to cause such disablement or impairment (sometimes referred to as a "trap door" device). A Successful Bidder agrees that in the event of a breach or alleged breach of this provision, the Commission shall not have an adequate remedy at law, including monetary damages, and shall consequently therefore be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which the Commission shall be entitled.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- D. Source Code Escrow for Licensed Product. If source code or source code escrow is offered by either a Successful Bidder or the manufacturer or developer of the licensed product to any other commercial customers, or if source code or source code escrow may be made available, a Successful Bidder shall: (i) provide the Commission with the source code for the licensed product; (ii) place the source code in a third-party escrow arrangement with a designated escrow agent who shall be named and identified to the Commission, and who shall be directed to release the deposited source code in accordance with a standard escrow agreement acceptable to the Commission; or (iii) certify to the Commission that the licensed product manufacturer/developer has named the State, acting by and through the Commission, as a named beneficiary of an established escrow arrangement with its designated escrow agent, who shall be named and identified to the Commission and licensee, and who shall be directed to release the deposited source code in accordance with the terms of escrow. Source code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the licensed product in the same manner as provided above, and such updating of escrow shall be certified to the Commission in writing. A Successful Bidder shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this clause or certify, immediately upon a change of the escrow agreement.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- E. Ownership of and Title to Contract Deliverables. A Successful Bidder acknowledges that it is seeking to be commissioned by the Commission to perform the services detailed in this RFP, which may include the development of intellectual property by a Successful Bidder, its subcontractors, partners, employees, or agents for the Commission ("Custom Products"). Unless otherwise specified in writing in this RFP, if awarded the Contract, and upon the creation of such Custom Products, a Successful Bidder conveys, assigns, and transfers to the Commission the sole and exclusive rights, title, and interest in the Custom Products, whether preliminary, final, or otherwise, including all trademarks and copyrights. A Successful Bidder agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through a Successful Bidder, its agents, employees, or subcontractors. Nothing herein shall preclude a Successful Bidder from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed in performing services under the Contract in the course of a Successful Bidder's business. The Commission may, by providing written notice thereof to a Successful Bidder, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of taking exclusive ownership and title to such Products. In such case, the Commission shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt, and distribute Custom Products as necessary to fully effect the general business purpose(s) as stated in the RFP and corresponding Contract.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- F. (Amended) Ownership of and Title to Existing Software. Title and ownership to existing software delivered by a Successful Bidder under the Contract, which software is normally distributed commercially by a Successful Bidder or a third-party proprietary owner, whether or not embedded, delivered, or operating in conjunction with hardware or Custom Products, including pre-existing (meaning prior to a contract with the Commission), intellectual property right therein, shall remain with a Successful Bidder or the third-party. Effective upon acceptance, such existing software shall be licensed to the Commission and must, at a minimum, grant the Commission a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless a Successful Bidder advises the Commission as part of its Proposal that adaptation will violate existing agreements or statutes and demonstrates such to the Commission's satisfaction), and distribute existing software to the Commission up to the license capacity stated in the Contract with all license rights necessary to fully effect the general business purposes stated in the RFP. With regard to third-party software, a Successful Bidder shall be responsible for obtaining these rights at its sole cost and expense.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- G. Offshore Restrictions. Confidential Information accessed by or provided to a Successful Bidder during the course of performing services for the Commission must not be stored or accessed outside of the continental United States.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- H. Access to Regulated Data. Access to and use of sensitive and Confidential Information is limited to use for authorized purposes only, by employees, agents, and subcontractors only. To the extent that a Successful Bidder, its employees, agents, or subcontractors have access to Commission data, including federal and state-regulated data pursuant to their responsibilities under the Contract, a Successful Bidder agrees that it will abide by, and will require in writing its employees, agents or subcontractors to similarly abide by any such requirements including the execution of any documents certifying their compliance with such requirements.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- I. General Security Provisions. A Successful Bidder, its employees, agents, and subcontractors shall comply fully with all Commission fingerprinting and background check requirements, which are communicated to a Successful Bidder by the Commission during the performance of the Contract.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- J. Data Ownership, Migration, Accessibility and Location, Transport, Protection and Transmission, Data Return and Destruction.
 1. Data Ownership. All Commission data is owned exclusively by the Commission and shall remain the property of the Commission. A Successful Bidder is permitted to use data solely for the purposes set forth in the RFP and the Contract, and for no other purpose. At no time shall a Successful Bidder access, use, or disclose any Confidential Information for any other purpose. A Successful Bidder is strictly prohibited from releasing or using data or information for any purposes other than those purposes specifically authorized by the Commission. A Successful Bidder agrees that Commission data shall not be distributed, used, repurposed, transmitted, exchanged or shared across other applications, environments, or business units of the a Successful Bidder or otherwise passed to other Successful Bidders, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by the Commission.
 2. Data Migration. A Successful Bidder's services performed under this Contract shall ensure easy migration of the Commission's data by providing its solution in a manner designed to do so. This solution may include a Successful Bidder keeping Commission data separate from processes of the software itself and maintaining that information in a format that allows the Commission to easily transfer it to an alternative application platform. A Successful Bidder shall make its Application Programming Interfaces (APIs) available to the Commission.
 3. Data Access and Location. A Successful Bidder must ensure that all Commission data related to this RFP and Contract is stored in a controlled access environment to ensure data security and integrity. All access to Commission data, physical or virtual, must be conducted within the central system and have adequate security systems in place to protect against the unauthorized access to the facilities and data stored therein. A Successful Bidder shall not send or permit to be sent to any location outside of the central system, any Commission data related to this RFP and Contract. A Successful Bidder shall provide the Commission a list of the physical locations where the data is stored at any given time and shall update that list if the physical location changes. Access into and within the facilities must be restricted through an access control system that requires positive identification as well as maintains a log of all accesses (e.g., date and time of the event, type of event, user identity, component of the information system, outcome of the event). A Successful Bidder shall have a formal procedure in place for granting computer system access to the data and to track access. Access to Commission data for projects outside of those approved by the Commission is prohibited.

4. Physical Data Transport. A Successful Bidder shall use, if applicable, reputable means to physically transport encrypted Commission data. Deliveries must be made via courier (e.g., FedEx, United Parcel Service, United States Postal Service) with shipment tracking and receipt confirmation. These requirements apply to transports between the offices of a Successful Bidder, subcontractors, and the Commission.
5. Data Protection and Transmission. A Successful Bidder shall use appropriate means to preserve and protect Commission data. This requirement includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. A Successful Bidder must, in accordance with applicable law and the instructions of the Commission, maintain such data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate data integrity safeguards against the deletion or alteration of such data. In the event that any data is lost or destroyed because of any act or omission of a Successful Bidder or any non-compliance with the obligations of this Contract, a Successful Bidder shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, a Successful Bidder shall reimburse the Commission for any costs incurred by the Commission in correcting, recreating, restoring or reprocessing such data or in providing assistance therewith.
6. Data Storage. A Successful Bidder agrees that any and all Commission data shall be stored, processed and maintained solely on designated target devices, and that no Commission data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the contract/agreement and or any addendum thereof, or a Successful Bidder's designated backup and recovery processes, and is encrypted in accordance with federal and state statutes, regulations and requirements. A Successful Bidder shall encrypt data at rest, on file storage, database storage, or on back-up media, and in transit; the solution shall provide the ability to encrypt data in motion and at rest; and a Successful Bidder shall use secure means (HTTPS) for all electronic transmission or exchange of system, user, and application data with the Commission.
7. Data Return and Destruction. At the expiration or termination of the Contract, at the Commission's option, a Successful Bidder must provide the Commission with a copy of the Commission data, including metadata and attachments, in a mutually agreed upon, commercially standard format and give the Commission continued access to Commission data for no less than ninety (90) days beyond the expiration or termination of the Contract. Thereafter, except for data required to be maintained by law or the Contract, a Successful Bidder shall destroy Commission data from its systems and wipe all its data storage devices to eliminate any and all Commission data from a Successful Bidder's systems. The sanitization process must be in compliance with applicable industry standards and, where required, Criminal Justice Information Systems (CJIS) sanitization and disposal standards. If immediate purging of all data storage components is not possible, a Successful Bidder shall certify that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. A Successful Bidder must then certify to the Commission, in writing, that it has complied with the provisions of this paragraph. The Commission may withhold payment to a Successful Bidder if Commission data is not released to the Commission in accordance with the preceding sections.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

K. Information Security Breach and Notification Act.

1. A Successful Bidder shall comply with the provisions of the New York State Information Security Breach and Notification Act ("ISBNA")(New York General Business Law section 899-aa and New York State Technology Law section 208).
2. Unless otherwise provided by applicable law, in the event of a Breach of the Security of the System as such term is defined in ISBNA, a Successful Bidder shall take the following actions:
 - a. Notify the Commission's Information Security Officer (ISO) by telephone as soon as possible, but in no event more than two (2) hours from the time a Successful Bidder has knowledge of a Breach of the Security of the System;
 - b. Provide notice to any affected parties to whom notice of the Data Breach is required, after consulting with and receiving authorization from the Commission as to the content of any such notice and identification of affected parties;
 - c. Coordinate all communication regarding the Breach of the Security of the System with the Commission's ISO and a Successful Bidder;
 - d. Cooperate with the Commission attempting: (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
 - e. Take corrective action in the timeframe required by the Commission. If a Successful Bidder is unable complete the corrective action within the required timeframe, in addition to any other remedies available, the Commission may contract with a third-party to provide the required services until corrective actions and services resume in a manner acceptable to the Commission, or until the Commission has completed a new procurement for a replacement service system. A Successful Bidder shall be responsible for the cost of these services during this period. Nothing herein shall in any way: (a) impair the authority of the New York State Office of the Attorney General to bring an action against a Successful Bidder to enforce the provisions of the ISBNA; or (b) limit a Successful Bidder's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

L. Secure Development, Configuration and Lifecycle.

1. Security, generally. A Successful Bidder shall agree to maximize the security of any software development throughout the term of the Contract according to general industry standards. These provisions apply to the base system as well as any customizations to the product under the Contract. A Successful Bidder warrants, covenants and represents that it shall comply fully with the applicable federal and state requirements, as well as industry standards, during the term of the Contract including that a Successful Bidder shall use the highest applicable industry standards for sound and secure software development practices to resolve all security issues as quickly as possible. The "highest applicable industry standards" shall be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances.

2. Security Review.
 - a. Independent Review. Before releasing any major software upgrade to the Commission, a Successful Bidder shall have the software reviewed for vulnerabilities and security flaws by an independent third-party at a Successful Bidder's expense. The scope of this review shall include assessing the software for security flaws from the perspective of the deployed application / architecture. The scope does not include code review, but rather is focused on the deployed application instance. The Commission reserves the right to perform its own independent application security review, in cooperation with ITS, in addition to the Successful Bidder's review.
 - b. Review Coverage. Security review shall cover all aspects of the software delivered, including third-party modules, units, integration points, components, and libraries. The review coverage shall include all aspects of the application layer that are externally facing, or part of the service infrastructure will be assessed.
 - c. Vulnerability Scanning and Penetration Testing. A Successful Bidder agrees that, before any software is released to the Commission, a Successful Bidder shall perform application vulnerability scanning and penetration testing. A Successful Bidder shall provide to the Commission written documentation of the results of any scans and tests along with a mitigation plan. A Successful Bidder agrees that vulnerabilities identified by the vulnerability scanning and penetration testing shall be mitigated within a reasonable period of time to avoid any risk to the Commission.
 - d. Scope of Review. At a minimum, the review shall cover the most common software vulnerabilities. The review shall include a combination of vulnerability scanning, penetration testing, and static analysis of the source code.
 - e. Issues Discovered. Overall application security ratings with aggregate number of flaws found shall be reported to both the Commission and a Successful Bidder. Potential vulnerabilities or flaws that are discovered will be documented with a best effort at outlining required remediation in each area.
3. Security Issue Management.
 - a. Identification. A Successful Bidder shall track all security issues uncovered during the security review and the entire development life cycle. The risk associated with each security issue will be evaluated and documented. Security issues in the deployment of the application will be documented. These include vulnerabilities both in the software and architecture that is assessed.
 - b. Investigation and Resolution of Security Issues. If security issues are discovered or reasonably suspected, a Successful Bidder shall perform an investigation to determine the nature of the issue. The issue shall be considered "novel" if it is not covered by the security requirements and is outside the reasonable scope of security testing. If novel, a Successful Bidder and Commission agree to scope the effort required to resolve the novel security issue(s), and to negotiate in good faith to achieve an agreement to perform the required work to address them. If not novel, a Successful Bidder shall use all commercially reasonable efforts consistent with sound software development practices, taking into account the severity of the risk, to resolve all security issues not considered novel as quickly

as possible.

- c. Remediation. Security issues that are identified before software is released to the Commission shall be fixed by a Successful Bidder before releasing the software. Security issues discovered after release shall be handled per the terms of the Contract. Steps and/or guidance on how to remediate will be outlined in the report provided to the Commission.
4. Assurance. With execution of the Contract, a Successful Bidder shall provide to the Commission a copy of a Successful Bidder's secure coding best practices policy. Upon delivery of software to the Commission, a Successful Bidder shall certify to the Commission in writing that a Successful Bidder complied with the policy in the performance of its obligations under the Contract as well as certify that all security activities have been performed, and all identified security issues have been documented and resolved. Any exceptions to the certification status shall be fully documented with the delivery.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

M. Vulnerability Management.

1. All systems shall be subject to periodic penetration testing as defined by the Commission.
2. Requirements for scanning/testing for vulnerabilities and mitigation/remediation must be included in a Successful Bidder's third-party agreements.
3. The output of the scans/penetration tests will be reviewed in a timely manner by the Commission. Copies of the scan report/penetration test must be shared with the Commission's ISO/designated security representative for evaluation of risk.
4. Appropriate action, such as patching or updating the system, must be taken to address discovered vulnerabilities. For any discovered vulnerability, a plan of action and milestones must be created, and updated accordingly, to document the planned remedial actions to mitigate vulnerabilities.
5. Any vulnerability scanning/penetration testing must be conducted by individuals who are authorized by the Commission's ISO/designated security representative. The Commission's ISO must be notified in advance of any such tests. Any other attempts to perform such vulnerability scanning/penetration testing will be deemed an unauthorized access attempt.
6. Anyone authorized to perform vulnerability scanning/penetration testing must have a formal process defined, tested, and followed at all times to minimize the possibility of disruption.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.34 Patented Devices, Materials and Process

A Successful Bidder shall only provide for the use of any patented design, material, or process to be used or furnished under this Contract by suitable legal agreement with the patentee or owner and shall file a copy of any necessary agreements with the Commission. A Successful Bidder shall save and hold harmless the State of New York, the Commission, Commission staff and agents from any and all claims arising out of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this Contract.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.35 Use of Copyrighted or Trademarked Materials

A Successful Bidder shall have the obligation to ensure that use of materials does not infringe on copyright, trademark, or other intellectual property rights of third parties. This may require the Successful Bidder to obtain permission for use, including payment made for such, to third parties. In particular, a Successful Bidder shall be required to pay all franchise and/or licensing fees for use of games employing symbols or names involving intellectual property rights of third parties. A Successful Bidder shall save and hold harmless the State of New York, the Commission, the Commission's staff, and agents from all claims arising out of the use of such copyrighted or trademarked materials in connection with the work agreed to be performed under this Contract.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

2.36 Proposed Staffing

A Bidder shall identify a staffing plan that is appropriate to meet the requirements of this RFP, with emphases placed how the Bidder intends to meet the requirements of the VLT maintenance requirements of Section 3.7. A Successful Bidder is permitted to contract with third-parties to provide technicians or to make arrangements with each Video Lottery Gaming Facility to utilize facility technicians to perform Field Services required to maintain VLTs.

Staff may be subject to the VLT vendor employee licensing requirements, depending on job duties, including all staff performing Field Services.

See SG response in *section 3.7 VLT Maintenance Program on page 149*.

Part 3 – Scope of Work

3.0 Introduction

This section describes the terminal and service specifications for the VLTs, games, and software. As of the time of issuance of this RFP, the following number of terminals were in operation across the State:

Facility Name	Positions
Batavia Downs Gaming	854
Empire City Casino at Yonkers Raceway	5,222
Finger Lakes Gaming & Raceway	1,175
Hamburg Gaming at Buffalo Raceway	853
Jake’s 58 Hotel & Casino	996
Monticello Casino Raceway*	1,076
Resorts World New York City	6,137
Saratoga Casino Hotel	1,430
Vernon Downs Casino & Hotel	512
	18,255

* Closed in April 2019. Per Chapter 39 of the Laws of 2019, the State authorized the re- establishment of this facility in Orange County.

Primary Bidders (Lot 1) must fully describe in detail how they will meet the requirements of each section and subsection of this Part. Qualified Bidders (Lot 2 and 3) must fully describe in detail how they will meet the requirements of each applicable section and subsection of this Part.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

3.1 Primary and Qualified Suppliers

As mentioned in Part 1.1 (a), the Commission intends to award licenses to both Primary and Qualified Suppliers.

- A. Primary Suppliers (Lot 1), of which two licenses shall be awarded, will be authorized to each supply Video Lottery Terminals (VLTs) at a minimum of twenty-five (25) percent of each gaming floor and may be required to supply up to fifty (50) percent of each of the gaming floors, if necessary. Terminal allocation will be rounded to the closest whole number.

Primary Suppliers shall be required to supply terminals to fulfill any shortage of terminals created by video lottery gaming facilities not selecting terminals from Qualified Suppliers, up to a maximum of fifty (50) percent of the overall number of required terminals. Any shortage shall be allocated equally between the two (2) Primary Suppliers.

Unless otherwise provided by statute, the minimum number of terminals to be located at each facility shall be determined through a calculation of utilization that estimates peak utilization does not exceed ninety (90) percent of terminals. Each Primary Supplier may propose a differing methodology for calculating peak utilization, provided, however, any differing methodology used by the Commission must be acceptable to both Primary Suppliers.

SG understands the Lot division and allocation amongst suppliers. SG currently provides in excess of fifty percent of the combined VLTs and ETGs on each gaming floor in the NY VLT market through the Bally and SDG Brands. SG has been part of the NYL program since its inception, and has the experience, game library, manufacturing capacity, and resources to deliver our awarded allotment.

- B. Qualified VLT Suppliers (Lot 2), of which the number of licenses is unlimited, may collectively supply standard device VLTs to up to fifty (50) percent of each gaming floor. An individual Qualified VLT Supplier will not be guaranteed an allocation on any of the gaming floors. Qualified VLT Suppliers, upon licensing, shall be authorized to provide VLTs to licensed Video Lottery Gaming facilities at the discretion of each facility, subject to the restrictions included in this RFP.

No Qualified standard device supplier will be authorized to provide more than ten (10) percent of the overall terminals on any given gaming floor. Each Qualified supplier must guarantee that they will supply up to five (5) percent of each gaming floor, if their terminals are requested by a facility.

N/A

- C. Qualified ETG Suppliers (Lot 3), of which the number of licenses is unlimited, may collectively supply ETGs up to one hundred (100) percent of the non-Lot 1 gaming floor. An individual Qualified ETG Supplier will not be guaranteed an allocation on any of the gaming floors. ETG suppliers, upon licensing, shall be authorized to provide ETGs to licensed Video Lottery Gaming facilities at the discretion of each facility, subject to the restrictions included in this RFP.

No Qualified ETG Supplier will be authorized to provide more than fifty (50) percent of the overall non-Lot 1 terminals on any given gaming floor. Each Qualified ETG Supplier must guarantee that they will supply up to two (2) percent of each gaming floor, if their ETG terminals are requested by a facility.

N/A

Failure by any Successful Bidder to provide VLTs at the minimum required guaranteed level to any Video Lottery Gaming facility may be deemed a violation of the terms of this procurement and may result in the termination of the Successful Bidder's contract and reallocation of any placed machines. If a Lot 1 Supplier is terminated, the Commission may award to the next highest scoring bidder for the Lot if within the period of time where bids remain active or conduct a limited re-bid for this supply.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

3.2 Floor Allocation

- (A) Primary Suppliers. A Primary supplier may, upon the request of a facility, agree to reduce their allocation below twenty-five (25) percent of a floor. Any such agreement shall not relieve the Primary supplier of any future obligation to supply the required number of terminals. Upon the request of a facility, a Primary supplier may also agree to supply VLTs in excess of twenty-five (25) percent minimum, even if terminals are available from Qualified Supplier.

Primary Suppliers are expected to cooperate with each video lottery gaming facility to determine the appropriate mix of VLTs that best accommodates the needs of each facility based on the unique market of each facility. However, no Primary supplier is guaranteed their allocation will include the provision of ETGs.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- B. Qualified VLT Suppliers. Qualified VLT Suppliers may be allowed, with the written permission of the Commission, to temporarily exceed the fifty (50) percent and ten (10) percent maximums, if a Primary Supplier fails to or is unable to provide its required number of machines. This allowance shall apply to a transition period, if requested by a Primary Supplier, to allow such Primary Supplier to manufacture and install terminals upon the start of the contract, subject to a schedule approved in writing by the Commission.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- C. (Amended) Term of Placement. Each Bidder shall specify a minimum duration that a machine must remain in service on the gaming floor once placed into service. The Bidder shall also establish a fee schedule if such machine is removed from service prior to the minimum time required. The licensed Video Lottery Gaming Facility shall be solely responsible for this fee, if the facility, at its discretion, removes the machine prior to the minimum time. Such fee shall not apply to any machine placed into service under prior contracts, removed due to mechanical or other failures, replaced with another machine from the same supplier as a required or suggested upgrade, or is removed by or service terminated by the supplier. Any fee schedule established pursuant to this must be pro-rated based on the remaining time on the minimum duration of placement in service. Fee shall be set at a rate that fairly compensates the supplier for the cost of the machine.

SG has received the following clarifying question and answer information from the NYL:

Q.162: Section 3.2(C): Since the technical response should not have pricing information, can the Bidder provide the term of placement fee in the options catalog in Section 3.4?

A.162: Yes.

Term of Placement: SG will specify the minimum duration and fee schedule in the options catalog appendix as described in Section 3.4.

See Appendix B Term of Placement Fee in Volume 3 - Pricing Proposal.

- D. Considerations. Video Lottery Gaming Facilities shall consider, among other factors, maximization of revenue from the gaming floor, development of a gaming mix most appropriate for such facility, patron demand in their selection of VLTs from Primary and Qualified Suppliers.

As always, SG will continue to work with the facilities in constantly evaluating floor mix to maximize revenue - our history in the market shows our dedication to adding new product and optimizing the floor to be competitive.

3.3 Central System Protocol

(Amended) All Primary and Qualified Suppliers' VLTs shall operate in an online communications mode with the Central System using the Everi Protocol. The Everi Protocol can be obtained from Everi Games, Inc., upon the execution of an Everi Non-Disclosure Agreement.

SG's VLTs communicate with the Central System using the Everi ICD protocol.

3.4 Product Mix and Marketability

- (A) Catalog. Bidders are required to prepare a catalog containing a detailed product mix anticipated to be available within six (6) months including player profile appeal for evaluation purposes only for each video lottery gaming agent facility. Such catalog is to be updated throughout the contract term as new products are developed. Primary supplier bidders shall submit a catalog with all products offered at the base price provided in the Pricing Proposal and may provide an appendix to the catalog including additional options available to the licensed Video Lottery facility, that such facility may select at its sole discretion and upon written acceptance of its financial responsibility to reimburse the Commission for all cost that result in the total compensation of all suppliers exceeding the Average Base Compensation Rate.

Qualified Suppliers shall submit a catalog with all products offered, and the pricing for such products, available for selection by a Video Lottery Gaming Facility at its sole discretion and upon written acceptance of the financial responsibility to reimburse the Commission for all cost that result in the total compensation of all suppliers exceeding the Average Base Compensation Rate. A Successful Bidder shall be bound to provide the products, or an equivalently comparable product (with the Commission's concurrence), at the price quoted within the catalog for the entire term of the contract, provided, however, a Successful Bidder may add additional available products during the term as long as an equivalent to the original bid remains available throughout the term.

See Appendix 9B – Product Catalog (3.4) for Lot 1 on page 180.

- B. Mix Purpose. Primary Supplier Bidders should have a variety of games reflecting different themes, different play styles, and different prize level potential. The games must comprise an exciting, appealing presentation involving an engaging interactive play experience. Games should also have different and suspenseful play methods designed to increase the entertainment value to the patron. Game mix should be carefully constructed in order to optimize VLT revenues at each venue. Prize structures should be considered in relationship to each other in order to marry the promotability of compelling top prizes with the winning reinforcement of lots of small prizes competitive with other gaming venues.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

- C. Marketability. Primary Supplier Bidders should provide evidence of individual game marketability by submitting either net win data ranges from existing jurisdictions where these games are offered or other sales/marketing information that confirms market performance and player preference. Promotional concepts to extend the value of these games are welcome.

SG internally evaluates individual game performance from other select jurisdictions before porting to finite pool and offering to the NYL market. The Catalog includes information on game marketability and performance where available.

- D. Future Growth. Primary Suppliers Bidders should propose any capabilities for future growth and expandability with regard to proposed VLTs. Future growth and expandability should include, but not be limited to, software, hardware, security, marketing, promotions, etc.

As proven by our current NY market share, SG has the capability to expand and supply competitive product in the NYL market. We share a common platform with Class III markets to allow rapid porting of select titles to the finite pool system in NYL.

As an organization, SG has been involved with developing finite pool games for over 20 years, and through our Bally and SDG brands, have been a leader in the NYL program since its inception - providing a wide variety of content from vendors such as Bally, SDG, Aristocrat, Aruze, Atronic, Konami, Shuffle, Interblock®, and others. As a technology leader, we have introduced many new features to the NYL market such as progressives, steppers, video poker, penny games, and ETGs. Throughout the years, we have worked with the facilities to optimize our floor mix for the best VLT experience, out competing neighboring Class III facilities in terms of overall revenue returned to the education fund. We expect to continue to manage the floor in partnership with the facilities and gaming commission to drive revenue growth for future years.

3.5 Video Lottery Games

Primary and Qualified Suppliers shall be responsible for developing the finite pools for each of their games and providing such pools to the Central System contractor. All games provided by a Primary or Qualified Supplier must meet the following:

[Redacted]

- (A) (Amended) Games offered shall be based on a price per play, ranging from a minimum of one (\$ 0.01) cent. A maximum ticket price may be set by rule.

All SG games comply with this requirement.

- B. Play Information. Each VLT shall display the price per video lottery ticket and the amount awarded for each possible winning occurrence based upon the price per ticket. Each game must provide a method for players to view payout tables.

All SG VLTs have the ticket purchase price displayed on the button deck, and a payable available to the player showing payout amounts and game rules. All SG ETG games have the buy in options displayed on main screen, and a payable available to the player showing payout amounts and game rules.

- C. Game Changes. The Commission may require the introduction of new games, game variations, as well as adjustments to the pay tables. Primary and Qualified suppliers shall fully describe their ability to respond to this requirement, including the method and ease by which game changes would be made. Examples of a Primary supplier's game development and implementation process, from concept to availability for testing, shall be described.

SG has received the following clarifying question and answer information from the NYL:

Q.185: Section 3.5(C): If the Commission requests the introduction of specific variations or pay tables, how will the supplier be compensated for the development and implementation process?

A.185: The Commission will not be making such requests.

Q.313: Section 3.5(C):

Q. Will the Commission be requiring the introduction of new games?

A. No, the introduction of new games is a likely expectation of the Gaming Facility, so their facility can remain competitive in the general gaming market.

Based on the answers above, it is SG's understanding that the request for new games will be initiated by the facilities. It is SG's intent to continue to support the market with new themes and variations to maintain a competitive environment.

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

D. Progressive Games. Each VLT shall be able to support progressive games, whereby the jackpot may be influenced by the play at other terminals. VLTs shall be able to receive jackpot size and progressive game status inputs by means of communications from the Central System, which shall process and control all games. A Site Controller will send progressive jackpot amount updates to all linked progressive VLTs at a specified interval designated by the Commission. Individual VLTs must be able to be configured to scroll a text message on each update, whether the amount changed. VLTs shall use the updates to ensure that their meters are synchronized.

[REDACTED]

1. Configuration. The Successful Bidder must configure their VLTs to conform to the rules of a particular jackpot (pay table, credit amount, participation percentage, and probability of progressive award must be identical for each game participating in a progressive pool). In addition, all VLTs participating in a progressive pool must draw game sets produced using the same game set generation rules.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. **Description.** While the Commission is not imposing an artificial limitation on the number of VLTs that participate in a single progressive jackpot pool (no limit to the number of simultaneous progressive pools in operation at a video lottery gaming agent facility) Primary suppliers should describe how progressive games interplay with non-progressive games.

SG has received the following clarifying question and answer information from the NYL:

Q.190: Section 3.5(D)(2): It's not expected that progressive games interplay with nonprogressive games - can this section be expanded further as we are not clear on the intent?

A.190: The progressive and non-progressive games are not interdependent. Individual game codes would be contained in the XLDF.

SG: The progressive and non-progressive games are not interdependent.

- E. **Payout Percentages.** The minimum payout percentage on video lottery games in New York shall be no less than ninety (90) percent stated in Chapter 383 of the Laws of 2001, as amended.

SG provides a variety of percentages, with the average of 90% minimum managed across the floor, subject to the approval of the gaming commission.

3.6 VLT Specifications

VLTs of all Primary and Qualified Suppliers shall meet the following specifications:

- (A) **Size and Ergonomics.** VLTs must evidence a size and design that will ensure player acceptance. Slant top terminals and upright style terminals shall include seats. Upright style terminals shall include base pedestals or cabinets as well as a seat.

Bidders shall provide a description of pedestals, cabinets, and seats, including but not limited to, pictures, sample of materials, etc. to choose from.

The attached product catalog describes the options available for stands, cabinets, and auxiliary items.

For cabinet options, see *Appendix 9B – Product Catalog (3.4) for Lot 1 on page 180.*

- B. **User Input Devices.** Bidders shall fully explain in detail how players will provide input to the VLT for such functions as selection of games, play amount, pay tables, etc.

All SG VLTs use two main input devices—the main screen and the button deck. The main screen is a context sensitive touch device providing options such as game rules, help, and player interaction during game play. The button deck provides player selections for wagers, service, cashout, as well as other context sensitive options.

All SG ETGs use the main screen as an input device. The main screen is a context sensitive touch device providing options such as game rules, help, and player interaction during game play.

- C. **Physical Security.** The physical security of VLTs is an important feature. The restriction of access to certain compartments shall be by locks, seals, or otherwise and must be described.

All SG cabinets are of robust construction to provide security against unauthorized entry. The main doors are reinforced around hinges and access points, and secured with industry standard locks to allow for only authorized access. Internal compartments such as cash storage areas and logic functions are in separate secure compartments with locks to segregate access according to job function. Furthermore, door access is recorded in the device security log and reported to the Central System.

D. Displays.

1. Rules. The rules of play for each game must be displayed on each VLT. Along with the rules of play, each VLT must display "This is a lottery game and the results are not dependent by elements of skill." The Commission reserves the right to require an edit of any rule of play considered to be incomplete, confusing, misleading or inconsistent with other game rules.

SG VLTs have a payable and help screen where this disclaimer will be available for viewing by the patron. For ETGs, Commission approved disclaimers will be included in games.

2. Play Information. Each VLT shall display the number of credits played for a game as well as the credits remaining and awarded for the occurrence of each possible winning combination of numbers or symbols. The VLT must also provide and display a maximum play amount limit on a single game for a single outcome.

SG cabinets have a Bet meter, Win meter, and Credit meter on the main game screen. The Bet meter displays the wager on the current game. The Win meter displays credits awarded in the current game. The Credit meter displays credits remaining. The maximum play amount for the current game is shown on the main game screen.

- ### E. Self-Diagnostics.
- Each VLT shall be equipped with self-diagnostics and indicators or lights that enable a video lottery gaming agent to monitor its operating status. Each VLT shall also be able to use the self-diagnostics and indicators to report back to the Central System all changes and security issues.

SG VLTs execute self diagnostics at power on and on door close, and will tilt on error, preventing play. While tilted, the candle will flash and a notification is sent to the Central System, allowing floor level and system level monitoring. SG ETGs execute self diagnostics at power on and upon door close, and will tilt upon error, preventing play.

- ### F. Resistance to Outside Influences.
- A video lottery gaming terminal shall be able to pass any test required by an approved independent testing laboratory, and withstand, at a minimum, the following tests and resume play without requiring intervention:

All SG cabinets are approved by independent industry laboratories such as GLI and BMM.

1. Electro-Magnetic Interference. VLTs shall not create electronic noise that affects the integrity or fairness of neighboring VLTs or associated equipment;

SG cabinets are tested and meet this requirement for RFI. We comply with IEC 61000-4-8 – Power frequency magnetic fields at 3 A/m in both 50 Hz and 60 Hz fields, at the X, Y, and Z planes.

2. Electro-Static Interference. VLTs shall be protected against static discharges. Each VLT's conductive cabinet shall be grounded in such a way that static discharge energy shall not damage or inhibit the normal operation of the electronics or other components within the VLT;

SG cabinets are tested and meet this requirement for ESI. We comply with IEC 61000-4-2 – Electrostatic Discharge (ESD) at ± 6 kV contact discharge, and ± 8 kV air discharge.

- We also comply with AGCO ESD at ± 8 kV contact discharge, ± 15 kV air discharge, $> \pm 15$ kV to ± 27 kV air discharge.
- We also comply with PAGCOR ESD at 20 kV to 27 kV.
- We also comply with GLI ESD at 20 kV to 27 kV.

- 3. Radio Frequency Interference. A VLT shall not divert from normal operation by the application of Radio Frequency Interference at a frequency range from twenty-seven (27) to one thousand (1,000) megahertz with a field strength of three (3) volts per meter;

SG cabinets are tested and meet this requirement for RFI. We comply with IEC 61000-4-3 – Radiated immunity, from 80 MHz to 1000 MHz at 3 V/m 1 kHz @ 80% AM vertical and horizontal.

- 4. Magnetic Interference. A VLT shall not be adversely affected by magnetic interference; and

SG cabinets are tested and meet this requirement for MI. We comply with IEC 61000-4-8 – Power frequency magnetic fields at 3 A/m in both 50 Hz and 60 Hz fields, at the X, Y, and Z planes.

- 5. Liquid Spills. Liquid spills applied to the exterior of a VLT shall not affect the normal operation of the VLT, the integrity of the material or information stored inside the cabinet, or the safety of the players operating the equipment. If liquids are spilled into a bill acceptor, the acceptor shall reject all inputs and/or generate an error condition.

SG cabinets are tested and meet this requirement for liquid spills and their effects. We comply with the following safety standards:

- IEC 60335-1, Clause 15.1 – Household and similar electrical appliances – General requirements
- IEC 60335-2-82, Clause 15.1 – Household and similar electrical appliances – Particular requirements
- IEC 60950-1, Clause 4.3.10 – Information Technology Equipment – Safety
- UL 22, Clause 38

- G. Memory Protection. Should a VLT be interrupted due to loss of power, disconnection from the Central System, or any other type of occurrence, critical memory shall store all data that is vital to the continued operation of the VLT. The games and software and any other pertinent information shall not be destroyed, modified, or lost for a minimum period of seventy- two (72) hours from the occurrence of such failure.

SG VLTs and ETGs update critical memory continuously during operation. In the event of power down, the battery backed memory will preserve data for the minimum period specified.

- H. Memory Capacity and Expansion. The memory size of VLTs being proposed, examples of memory available for and consumed by various games, gaming options, and software shall be identified. If memory can be upgraded from the originally delivered amount, this too shall be identified.

[REDACTED]

[REDACTED]

- I. Central System Network Connectivity. The Central System network connectivity specification includes proprietary information and will only be provided upon the Bidders and Qualified suppliers retuning a signed non- disclosure agreement.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- J. Central System Activation. Game play, bill acceptors, and printers shall be totally inoperable until activated from the Central System. Diagnostic functions shall always be available. The Central System will not enable any VLT for gameplay unless it has been checksum verified against approved software. Such verification shall be made prior to the commencement of each gaming day.

SG VLTs are inoperable until the play command is received from the Central System. The diagnostic functions are available at all times through the operator menu. The Central System is responsible for verifying the checksum before start of each gaming day.

SG ETGs are controlled over the SAS interface with bill acceptors enabled and disabled by the Central System.

- K. Safety. Electrical and mechanical parts and design principles, including seating, shall not subject a player to physical hazard or injury. Bidders shall submit proof that the proposed equipment has been inspected and approved (or that approval is pending) for customer safety. Bidders shall certify that all proposed equipment is in compliance with all applicable regulators (e.g., Federal Communications Commission, Occupational Safety and Health Administration, etc.)

SG will provide UL certification when hardware is submitted for NYL approval.

- L. Loss of Power. A surge protector must be installed on the line that feeds electrical power to each VLT. The battery backup, or an equivalent, for the electronic meters shall be capable of maintaining accuracy of all accounting records and terminal status reports for a period of one hundred eighty (180) days after power is discontinued from the VLT. A backup device shall be kept within the VLT's locked logic board compartment. No mechanism shall allow the electronic meters to automatically clear without the written approval of the Commission.

SG VLTs have built in surge protection in the power entry module. SG cabinets have battery backup on the main processor board, which is contained in the locked secure logic compartment. The battery lasts for the minimum time specified. SG ETGs are installed with UPS devices to provide additional backup power and surge protection. There is no mechanism to automatically clear the meters on either type of device.

- M. Power Switch. An on/off switch that controls the electrical current used in the operation of each VLT and any associated equipment shall be located in an accessible place within the interior of the VLT.

The power switch for all SG VLT cabinets is internal to the cabinet and readily accessible when the main door is open.

- N. Bill Acceptors. Each VLT shall contain a bill acceptor that accepts both redemption tickets generated by the Central System and printed by a VLT and U.S. paper currency in the following dollar denominations: one (1), five (5), ten (10), twenty (20), fifty (50), and one hundred (100).

SG supplies JCM bill acceptors that accept US currency in the range specified.

1. Capacity. Primary and Qualified Suppliers shall identify the total capacity for the bill stacker within each type of VLT proposed. Bill acceptors must be upgraded for the life of the Contract, at the expense of the Primary and Qualified Suppliers, to accommodate new or redesigned U.S. currency.

SG supplies JCM bill acceptors having a capacity of up to 1000 notes in the stacker. SG plans to upgrade bill acceptor software as necessary throughout the life of the contract.

Section 9 Response to Specifications

2. Operational Capability. Each bill acceptor shall be capable of detecting the entry of legal tender or other Commission-approved cash equivalents, if applicable, and shall provide a method to enable the VLT software to interpret and act appropriately upon both a valid and invalid input. The bill input system shall be constructed in a manner that protects against vandalism, abuse, and/or fraudulent activity.

SG supplies the JCM Ivizion as a standard, industry leading validator to meet the current and future needs of the Commission. Refer to the JCM specification sheet for information on its validation capabilities.

See Appendix 9A – Bill Acceptor Specifications Example on page 176.

3. Drop Box. Each bill acceptor shall have a secure stacker, or a container known as a drop box into which all accepted bills and redemption tickets shall be deposited. The secure stacker or drop box shall be attached to the VLT in such a manner so that it cannot be easily removed by physical force. The area in which the secure stacker or drop box is located shall be separate from, and accessible independently of, any other compartment of the VLT and shall be secured by two (2) separate locks, the keys to which shall be different from each other. The design, location, and operation of the secure stacker or drop box shall require the written approval of the Commission.

SG cabinets have a secure locked area for the stacker that requires access to two separate door locks to remove. SG VLTs are reviewed by an external independent laboratory with approval being reviewed by the Commission before being placed on the gaming floor.

4. Power Failures. If a power failure occurs during acceptance, the bill acceptor shall either properly credit the bill or return the bill to the player. Each bill acceptor shall perform a self-test at each power up. In the event of a self-test failure, the bill acceptor shall automatically disable itself until the error state has been cleared by an authorized video lottery gaming facility employee. Each bill acceptor shall communicate to the VLT using a bi-directional protocol.

The bill will be credited or returned to the player, depending on where in the acceptance cycle the power failure occurred. JCM bill acceptors execute a self test at power up, and will tilt the VLT if an error occurs, requiring operator intervention. JCM bill acceptors communicate to the VLT using a bi-directional protocol.

- O. Magnetic Stripe Reader. Each VLT shall contain a magnetic stripe reader to accept a magnetic stripe card for the purposes of player tracking.

[REDACTED]

[REDACTED]

- P. Central System Provider Specifications. Central System provider specifications include proprietary information and will only be provided upon the potential Bidders returning a signed non-disclosure agreement.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- Q. Bar Code Reader. Each VLT shall be capable of reading redemption tickets being utilized for additional play.

SG cabinets use a JCM Bill acceptor which reads printed barcodes on vouchers.

- R. Download. All VLTs shall be capable of downloading software from the Central System and shall support general industry accepted creditbalance transfers outside of physical cash or ticket insertion or dispensing.

SG has received the following clarifying question and answer information from the NYL:

A.221: Software downloads are currently not required.

SG VLTs can be upgraded to support download through the Central System protocol.

ETGs do not connect using the ICD protocol and do not support download.

Q.223: Section 3.6(R): Please confirm if the credit balance transfers to standard VLT devices will be handled through the Central System protocol.

A.223: Yes, confirmed.

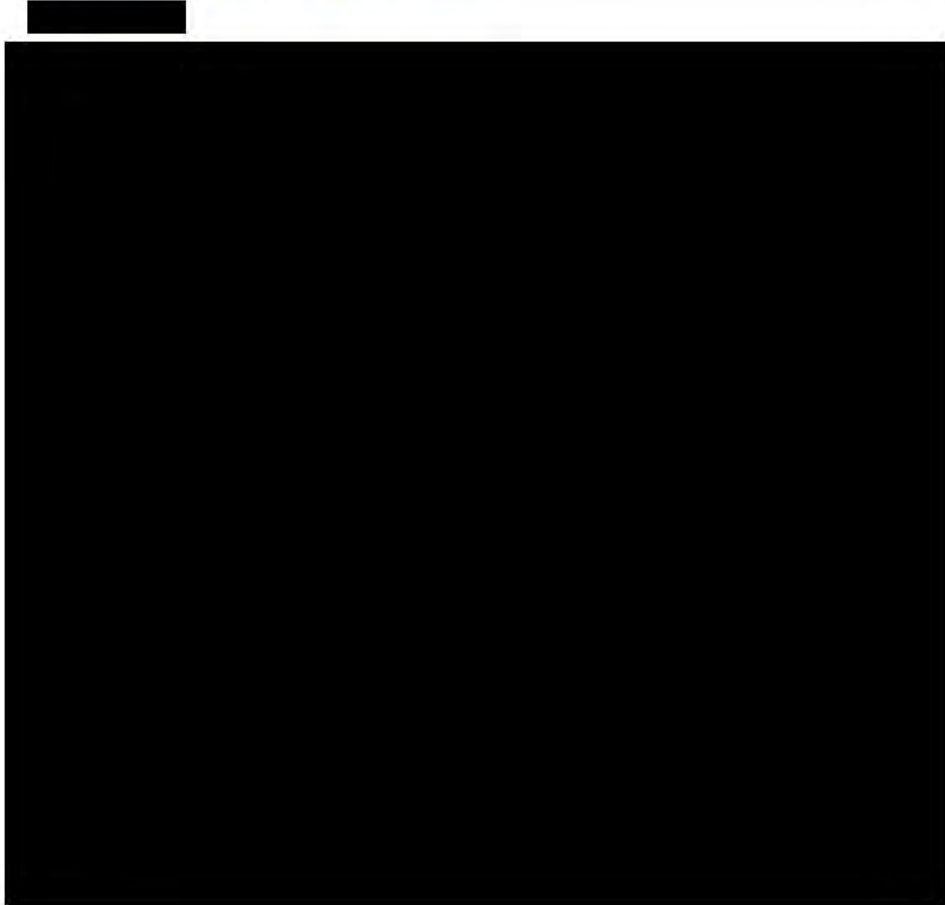
Q.224: Section 3.6(R): Please confirm if standard VLT device support for creditbalance transfers will be phased in over time?

A.224: Yes, confirmed.



- S. Logic and Electronics Area. All electronic components that may have the potential to significantly influence the operation of the VLT, such as CPUs; electronics involved in the operation and calculation of game result determinations or involved in the calculation of game displays; components housing display program storage media; and all flash memory devices that affect the game play function of the VLT shall be secured in a separately locked and sealed area. Electronics and wiring specifications should be described and/or diagrams shall be provided including illustration of secured areas.

SG cabinets have separate locked areas for control logic and electronics. An example of the CPU door and lock mechanism is shown in the picture below.





T. Currency Compartment. Each currency compartment shall be locked and keyed separately from the main cabinet area and shall be secured as follows:

SG cabinets have a separate locked area for cash.

1. Access to the currency storage area shall be secured via separately keyed locks and shall be protected by sensors that indicate whenever a door is opened or closed, or a currency stacker is removed; and

SG cabinets have a separate locked and keyed area for cash that is monitored via sensors. The device logs events when the cashbox door is opened and/or the stacker is removed.

2. Access to the currency storage area(s) shall be through two (2) levels of locks (the relevant outer door plus one other door or lock) before the receptacle or currency can be removed.



SG cabinets have separate locks for external and cashbox access areas before the stacker can be removed.

- U. **Printer Type.** Bidders should identify the type of printer used and provide details as to the specifications, including type, size of paper used, parts subject to consumables, and the time required to physically print a redemption ticket once authorized by the Central System.

SDG cabinets use an Transact Epic 950 printer.

- The printer supports the paper size specified in the ICD as follows:
 - Dimensions: 156 +/- 1mm x 65 +/- 1mm (same size as US currency).
- The printer itself is designed to last in excess of 43 Miles of paper, with no consumables.
- The redemption ticket takes less than 5 seconds to be available.

SPECIFICATIONS

Resolution	203 DPI
Print Width	2.44 in / 62 mm
Print Speed	5 in per second / 125 mm per second
Dimensions	4.46 W x 11.25 D x 2.66 H (inches) / 113.3 W x 287.75 D x 67.6 H (mm)
Weight	3.8 lbs / 1.7 Kg
Interface	Serial, Netplex™, USB
Power Supply	24 VDC: 2.2 Amps Maximum
Operating Temperature	41 to 140°F / 5 to 60°C at 10 to 90% RH
Storage Temperature	14 to 122°F / -10 to 50°C at 5 to 90% RH
Print Head Life	43.45 miles / 70 km
Reliability	Less than .03% failures (3 per 10,000 printers)
Memory Capacity	8MB RAM and 4MB Flash for printer operations

BENEFITS

- Easily integrated: one printer for all game types - approved for new and legacy games
- Proven to be ultra-reliable - less than .03% experience any sort of failure (3 per 10,000)
- TicketBurst™ jam-free technology prints and bursts each gaming ticket before presenting the ticket, to eliminate player interference and ensure maximum up time.
- Robust memory capacity for graphics, fonts and international character sets.
- Prints personalized, promotional coupons, in real time, when used with TransAct's Epicentral™ software.
- Accommodates 200, 600 and 800 count ticket stacks - paper prints down to the last ticket in the stack

- imPort™ - Facilitates rapid, simple and secure firmware flash downloads with easy Test Ticket confirmation
- Multiple, easy to see indicator lights: ready, paper, open and fault
- Truly Hot Swappable - Quick Disconnect Technology allows you to easily remove and install printers from slot machines without powering down the game or detaching cables.
- Rugged metal inner and outer chassis provides robust dual grounding design. Form factor enables the 950 to replace less reliable TITO printers in existing slot machines.

V. Video Display. Each VLT's display monitor shall conform to the following specifications:

1. Touch screens shall be accurate and, once calibrated, shall maintain that accuracy for at least the manufacturer's recommended maintenance period;

SG cabinets use industry standard touch screens that retain accuracy in the casino environment.

2. A touch screen shall have the capability of being re-calibrated by authorized gaming employees, without having to access the VLT's cabinet interior other than by opening the main door; and

Some SG cabinets have self calibration and do not require operator intervention; those requiring calibration are accessible via attendant key.

3. There shall be no hidden or undocumented buttons or touch points anywhere on the screen, except as provided for by the game rules dictating game play.

SG cabinets conform to this requirement with all player touch points described in the help screen.

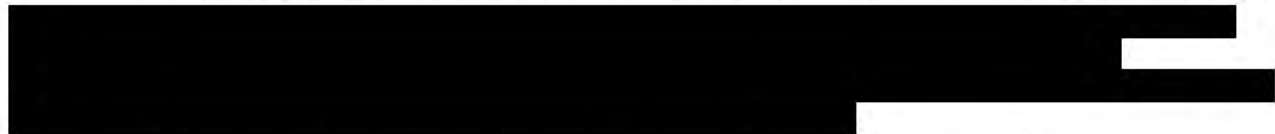
For other types of electronic displays, the display method chosen shall always accurately display the outcome to the player and, if a malfunction is detected by the video lottery gaming terminal, the terminal shall "tilt" until cleared by an authorized video lottery gaming employee.

SG cabinets are programmed to display the outcome accurately and will tilt in the event of a malfunction.

(W) Tower Lights. Each VLT shall have a light located conspicuously on its uppermost surface that automatically illuminates whenever an external door has been opened; a player has won a prize in an amount exceeding the threshold amount for which a redemption ticket can be printed; an error condition has occurred; or the "Call Attendant" condition has been initiated by the player. This requirement may be substituted with an audible alarm and/or a common candle for terminals designed in such a manner as to preclude the positioning of a top mounted light, provided the alarm is designed to activate whenever the interior of the terminal is accessed. In addition to the mechanical light illumination, a VLT shall send an alert to the Central System when the "Call Attendant" condition has been intimated or a threshold amount has been won.

SG has received the following clarifying question and answer information from the NYL:

A.202a: Tower Lights should illuminate if a VLT is locked due to a threshold win requiring attendant service.



A.324: To reiterate the answer to Question 202 b., Tower Lights are unnecessary on ETGs.

ETGs will lock when an attendant's intervention is required, a tilt condition occurs, or call attendant has been pressed.

- X. Communications Protocol. Each VLT shall be capable of connecting to the Central System via Internet Protocol over Ethernet via minimally certified Category 5 Ethernet cables. Additionally, capabilities should be implemented for a VLT to automatically attempt to reconnect with the Central System in the event of a loss of communication or a disconnection from the Central System for any reason. A VLT shall be designed to continue to seek reconnection to the Central System every five minutes when a previously connected VLT is powered on.

[Redacted]

- Y. (Amended) Game Data Control and Diagnostics. The on-site diagnostics and accounting data shall be controlled by secure access. The most recent game history of the last thirty-five (35) transactions shall be capable of recall by a vendor technician or game attendant.

[Redacted]

- 1. When the terminal is ready to accept a transaction;

SG VLTs monitor the device state and records when the protocol play command is received from the Central System, and also when VLT is ready to play.

SG ETGs store tilt status for when a tilt is resolved and play can be resumed.

- 2. An out-of-order condition;

SG cabinets store tilt information in the main event log.

- 3. Power on; and

SG cabinets store power on notifications in the main event log.

- 4. Local diagnostic test.

SG cabinets store the results of diagnostics in the main event log

- Z. Site Closing Commands. All VLT's shall prioritize site closing commands from the Central System to disable a VLT and force vouchers out or any other form of patron payment to facilitate adherence to any governing facility hours of operation.

[Redacted]

AA. Meter Standards.

1. Credit meters. Each credit meter shall reflect credits or cash value. Progressives may be added to a credit meter if either:
 - a. The credit meter is maintained in the currency amount; or
 - b. The progressive meter is incremented to whole credit amounts; or
 - c. The prize in the currency amount is converted to credits upon transfer to the player's credit meter in a manner that shall not mislead the player (i.e., make an unqualified statement "wins meter amount" and then rounds down on conversion) or cause accounting imbalances.

[REDACTED]

2. Collect Meter. Each collect meter shall reflect the number of credits collected by a player. The number of credits collected shall be subtracted from the player's credit meter before it is added to the collect meter.

SG cabinets collect meters reflect the number of credits collect by the player, and these credits are subtracted from the credit meter before being added to the collect meter

3. Accounting, Occurrence and Other Meters. Each VLT shall have electronic accounting meters which shall be accessible only by authorized video lottery gaming facility employees. Electronic meters shall be at least eight (8) digits in length. If the meter is being used in dollars and cents, at least eight (8) digits must be used for the dollar amount. The meter shall roll over to zero (0) upon the next occurrence, any time the meter is higher than eight (8) digits and after 99,999,999 has been reached. If the meter is larger than eight (8) digits, the meter shall roll over at 99,999,999 or at another value approved in writing by the Commission. Occurrence meters shall be at least three (3) digits in length and shall roll over to zero (0) upon the next occurrence, and any time the meter is higher than the maximum number of digits for that meter.

[REDACTED]

ETG games comply with the meter requirements.

4. Other Meters. In addition to the required meters noted above, each individual game available for play shall have "Credits Bet" and "Credits Won" meters represented in either credits or currency amounts.

SG cabinets have Credits Bet and Credits Won meters for individual games.

5. Meter Capabilities. All meters shall be present and capable of maintaining accuracy of all accounting records and terminal status reports for a period of at least one hundred eighty (180) days after power is discontinued from the VLT. No mechanism should allow the meters to automatically clear without the written approval of the Commission.

SG cabinets have a battery backup system to ensure meters and other critical data is preserved for 180 days at a minimum. There is no mechanism to automatically clear the meters.

Electronic meters shall comply with the following:

- a. The "cash in" meter shall cumulatively count the total amounts wagered during game play;

SG cabinets comply with this metering requirement.

- b. The "credit out" meter shall cumulatively count all amounts paid to the player at the end of a game;

SG cabinets comply with this metering requirement.

- c. The "drop" meter shall maintain a cumulative count of cash equivalents inserted into the video lottery gaming terminal for play;

SG cabinets comply with this metering requirement.

- d. The "games played" meter shall display the cumulative number of games played since the last RAM clear;

SG cabinets comply with this metering requirement.

- e. A "cabinet door" meter shall display the number of times the front cabinet door has been opened since the last RAM clear;

SG cabinets comply with this metering requirement.

- f. The "drop door" meter shall display the number of times the drop door or the bill acceptor door has been opened since the last RAM clear;

SG cabinets comply with this metering requirement.

- g. The "canceled credit" meter shall reflect the cumulative amounts paid by an attendant that are in excess of the credit limit and residual credits that are collected, if applicable; and

SG cabinets comply with this metering requirement.

- h. The "progressive occurrence" meter shall count and reflect the number of times each progressive meter is activated.

SG cabinets comply with this metering requirement.

- BB. Hardware Controls. Hardware controls may be proposed but shall be approved by the Commission for control of the physical video display, sound, and other purely cosmetic features. No hardware controls shall be installed that alter areas containing critical data and/or communications to the Central System concerning the operation of a game.

SG cabinets only support hardware controls that affect cosmetic characteristics of the device.

- CC. External Doors and Compartment Requirements. The interior of a VLT shall not be accessible when all doors are closed and locked. Doors shall be manufactured of materials suitable for allowing only authorized access to the interior of the cabinet. Doors and their associated hinges shall be capable of withstanding reasonable efforts to gain access to the interior of the VLT and shall leave evidence of tampering if an illegal entry is made. The opening between the cabinet and the door of a locked area shall be designed to resist the entry of objects. All external doors on each video lottery gaming terminal shall always be monitored by door access sensors which shall detect and report all external door openings to both the VLT by the way of an error message and to the Central System. The sensor system shall register a door as being open whenever the door is moved from its fully closed and locked position.

All SG cabinets are of robust construction to provide security against unauthorized entry. The main doors are reinforced around hinges and access points, and secured with industry standard locks to allow only authorized access. Internal compartments such as cash storage areas and logic functions are in separate secure compartments with locks to segregate access according to job function. Furthermore, door access is recorded in the device security log and reported to the Central System. A door is reported open until in the fully closed position.

- DD. Alarms. Access to the internal space of each VLT shall be controlled by locked doors. Each VLT must have a security system that temporarily disables all gaming functions when an internal door is open. The VLT must have a tamper resistant audible alarm, initiated upon the detection of tampering. Once an alarm is initiated, the VLT shall send a notification to the Central System identifying the nature of the alarm and cease all game play, printing, and bill acceptance.

Bidders shall identify the type(s) of alarms used and how they are resistant to tampering as well as the process by which the triggering of an audible alarm will occur.

All SG cabinets have internal access controlled by locked doors. The machine will sound an alarm, send a notification, and disable game play when any door is open. The alarm is through the cabinet sound system, which has multiple speakers throughout the cabinet. All wiring to the cabinet sound system is behind the locked cabinet doors.

- EE. Component Failure Shutdown. In the event an internal failure should occur on a particular VLT, provisions for disabling that VLT must be executed. Bidders shall identify the specification for internal disabling under these circumstances.

SG cabinets will disable on any critical error - whether related to validation, checksum, normal operations, memory, or external device failure such as the bill acceptor or printer. In addition, the cabinets can be disabled from the Central System. A communications timeout with a peripheral will also trigger a tilt, which will disable the machine.

- FF. Open and Close Door Procedures. When a VLT's main door is opened, the device shall cease play, enter an error condition, display an appropriate error message, disable bill acceptance, and either sound an alarm or illuminate the tower light, or both. When a VLT's main door is closed, the device shall automatically return to its original state and display an appropriate error message, until the next game has ended.

SG cabinets comply with these requirements. When the main door is opened, play is suspended, the bill acceptor is disabled, an alarm will sound, and the tower light illuminates, if installed. When the door is closed, the cabinet resumes its previous state and displays an appropriate error message until the next game ends.

SG ETGs comply with these requirements. When the main door is opened, play is suspended, bill acceptor is disabled, an alarm will sound, and the tower light illuminates, if installed. When the door is closed, the ETG will resumes its previous state and displays the error message until the next game ends.

- GG. VLT Identification Requirements. Each VLT shall have a permanent metal identification plate which shall be mounted in a manner that does not permit its removal without leaving evidence of tampering. Such identification plate shall be permanently affixed to a location on the exterior of the cabinet by the manufacturer in a location to be approved in writing by the Commission and shall list, at a minimum, the following information:

1. The manufacturer;
2. A unique serial number of least nine alphanumeric characters;
3. The video lottery gaming terminal model number; and
4. The date of manufacture.

SG cabinets have a metal identification plate on the exterior of the cabinet that meets these requirements.

- HH. Network Control and Security.

1. There shall be no capacity for remote access or control of any VLT from a remote device without Commission's written approval;

SG cabinets only allow control from the Central System.

2. All communications to and from a VLT shall be encrypted for security coverage. Bidders must comply with the encryption scheme of the Central System. Each Bidder will be required to sign a non-disclosure agreement prior to receiving a copy of this proprietary information; and

[REDACTED]

3. VLTs shall not disrupt a communications line by creating line interference or otherwise remaining in transmit mode when no data is to be transmitted.

SG cabinets use industry standard ethernet devices and software to avoid line disruption.

- II Game Data Security. The integrity of game data and data exchanged between the VLT, Site Controller, and Central System shall always be accurate. Bidders shall fully describe how they will fulfill this requirement.

[REDACTED]

- JJ. Program Interruption and Resumption. After a program interruption (e.g., power down), the software shall be capable of recovering to the state it was in immediately prior to the interruption. Upon program resumption, the following procedures shall be performed as a minimum requirement:
 1. No communication to an external device shall commence until the program resumption routine, including self-testing, is completed successfully;
 2. Video lottery gaming terminal control programs shall test themselves for possible corruption due to failure of the program storage media; and
 3. The integrity of all critical memory shall be checked.

SG cabinets are programmed to return to the state in which they were in before a power down occurred. In addition, the VLT will execute a self test that includes critical memory and storage media before resumption of communications and play state.

- KK. Power Surges. Each VLT shall not be adversely affected, other than through resets, by surges or dips of plus or minus twenty (20) percent of the power supply voltage. It shall be acceptable for the equipment to reset provided no damage to the equipment, or loss or corruption of data is experienced.

SG cabinets can handle 20% power disturbances without damage or loss or corruption of data. The power supplies can operate over a range of 90VAC-264VAC, 50/60Hz.

- LL. Error Connections. Each VLT shall be capable of detecting and displaying the following error conditions and illuminating the tower light and/or sounding an audible alarm. Error conditions shall be cleared either by a video lottery gaming facility employee authorized by the Commission or upon initiation of a new play sequence:

SG cabinets will detect and display an error condition for each of the errors listed in this section. In addition, the candle (if installed) will flash for critical errors. The description of the error is included in the machine logs. The individual actions are broken out below for each error.

1. RAM error;

A RAM error will cause the cabinet to fault during the boot process, displaying an error requiring a RAM clear to be activated by an operator.

2. Low RAM battery (for batteries external to the RAM itself) or low power source;

A low battery error will cause the cabinet to display a low battery warning, which can be addressed by removing the MPU and replacing the batteries as needed. This condition will not light the tower candle or sound an alarm, but an error message will display.

3. Currency-in jam;

The VLT will tilt and light the candle. The bill validator bezel will flash and the bill in or voucher in jam may be cleared by accessing the bill validator and clearing the bill path. The ETG will tilt on currency jam.

4. Program error or authentication mismatch;

The cabinet will be unplayable and an error message will be displayed. The authentication failure can be resolved by reinstalling the correct software or RAM clearing if corrupted NV RAM.

5. Door open (including bill acceptor); and

Door open will cause the game to be tilted until the door is closed.

6. Power Reset.

The cabinet will display boot sequence and return to previous state

For games that use error codes, a description of VLT error codes and their meanings shall be affixed in a Commission-approved area of the VLT's interior. Games that do not use error codes shall display meaningful text as to the error conditions.

NN. Redemption Ticket Printer Standards.

SG has received the following clarifying question and answer information from the NYL:

A.322: Confirmed. For VLTs, devices should use all information provided from the Central System.



1. Ticket and Ticket Data. If a VLT utilizes a printer to make payments, the printer shall print the following information on a ticket and provide the same data to the Central System for each redemption ticket printed:
 - a. Value of credits in local monetary units in numerical form;
 - b. Time of day the ticket was printed in twenty-four (24) hour format reflecting hours and minutes;
 - c. Date, in any recognized format, indicating the day, month, and year;
 - d. VLT number;
 - e. Unique validation number, and/or barcode;
 - f. Name of the Video Lottery Gaming Facility; and
 - g. Identification of the Central System session.

2. Duplicate. The VLT shall retain a duplicate copy of any ticket printed and issued to a player.

SG has received the following clarifying question and answer information from the NYL:

Q.217: Section 3.6(NN): The current VLT devices do not use a duplicate printer. All the ticket information comes from and is stored in the central system. To accommodate this provision, is it acceptable to store a copy of the ticket's information in the VLT logs?

A.217: Yes

This requirement appears to require duplicate receipt type printers. The printers in use throughout the NY VLT program are single ticket thermal printers. All of the printed ticket information is stored on the Central System and sent to the VLT for printing. The VLT does maintain a voucher out log with the barcode and amount.

SG cabinets record the barcode and amount in the log to meet this answer.

3. Validation. A Commission-approved system shall be used to validate the redemption ticket. Ticket information recorded by the Central System shall be retained for at least as long as the ticket is valid at that location, or as otherwise required by the Commission.

SG has received the following clarifying question and answer information from the NYL:

A.323: Subparagraph 3 of Section 3.6(NN) provides:

3. Validation. A Commission-approved system shall be used to validate the redemption ticket. Ticket information recorded by the Central System shall be retained for at least as long as the ticket is valid at that location, or as otherwise required by the Commission. This subparagraph does not apply to VLTs and may be disregarded. A Bidder may make reference to this answer in response.

Not applicable.

4. Location and Design. A printer shall be located in a key- locked area of the VLT requiring the opening of the main door to access but separate from the logic area or the drop box area. Each printer shall be capable of detecting and acting on error conditions including, but not limited to, out of paper/paper low; printer jam/failure; and printer disconnected. A VLT shall be designed to retain information pertaining to the last thirty-five (35) games.

SG cabinets are designed with the printer secured behind a locked door, separate from the logic and cash storage areas. SG uses Transact EPIC 950 printers which support the following errors:

- paper out / paper low
- printer jam or failure
- printer disconnected

[REDACTED]

[REDACTED]

In recognition that technological advances may change the design and utilization of components of VLTs over the length the contract, the Commission may approve exceptions to these Specifications in circumstances where such exceptions would result in enhanced products while maintaining all statutory and regulatory requirements of the Video Lottery program. Under no circumstance shall a VLT be placed into service at a Video Lottery Gaming facility that deviates from the proscribed specifications without the prior approval of the Commission.

The Commission reserves the right to modify/update the specifications at any time.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

3.7 VLT Maintenance Program

A Successful Bidder shall be responsible for performance of Field Service necessary in maintaining VLTs in the highest level of operability and appearance, including preventative maintenance to minimize equipment failures. All Suppliers shall fully describe the serviceability of their VLTs, including field repair of subassemblies. A Successful Bidder will be responsible to ensure that all VLTs are maintained in a state of readiness and shall take positive action when a malfunction is indicated to ensure that an affected VLT is returned to a state of readiness within two (2) hours. In all cases, the Commission reserves the right to determine as to whether a VLT is ready to be activated with the Central System and whether the Supplier responded within the time period specified (see Section 2.17).

When describing the proposed maintenance plan, a Bidder shall provide detail, including but not limited to, the parts return/service policy that will be provided, any applicable parts supply restrictions/turnaround time, etc., that can be reasonably anticipated, space needed at the Video Lottery Gaming Facility, statistical data with regard to serviceability, and a staffing plan for each Video Lottery Gaming Facility.

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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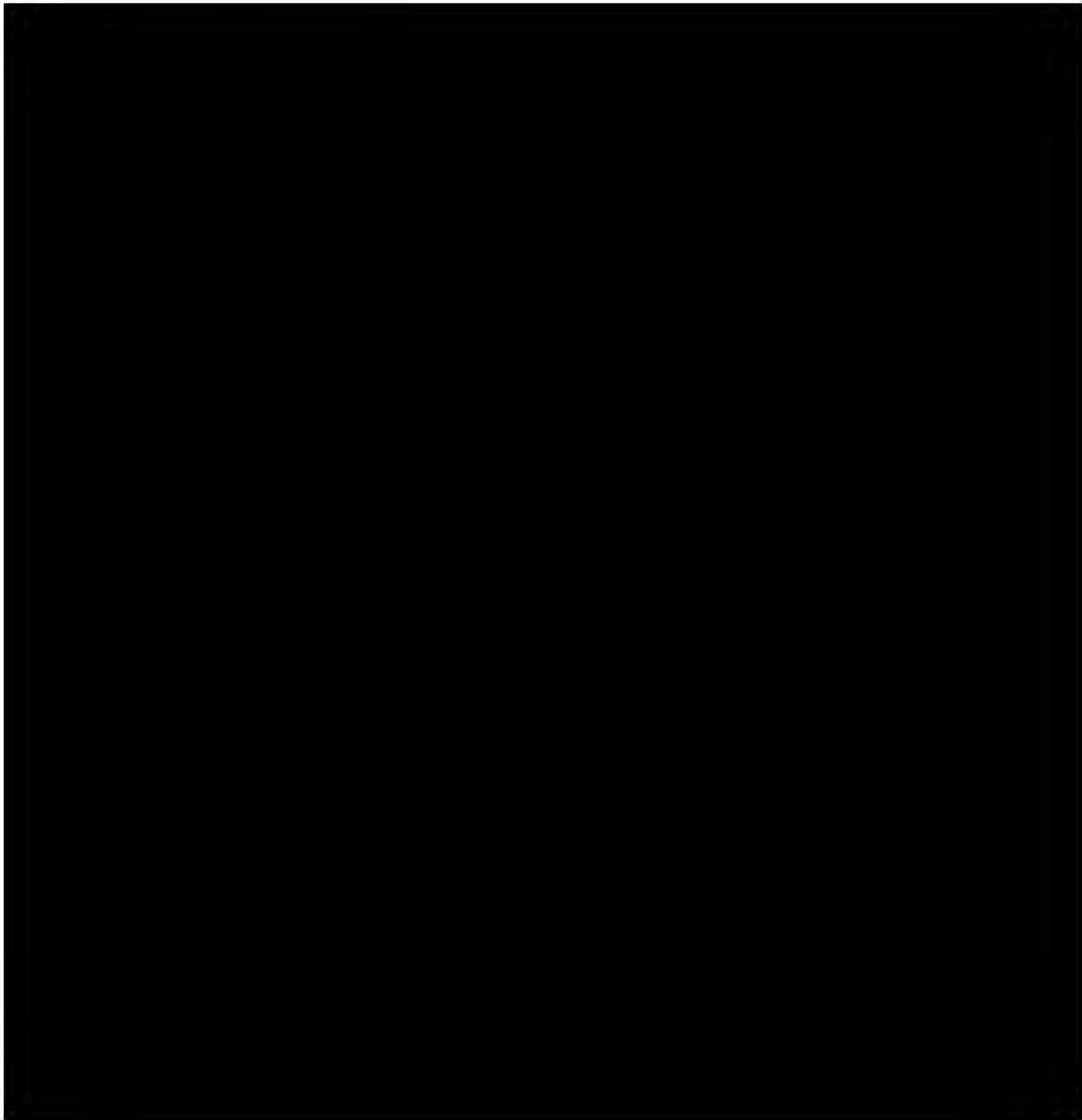
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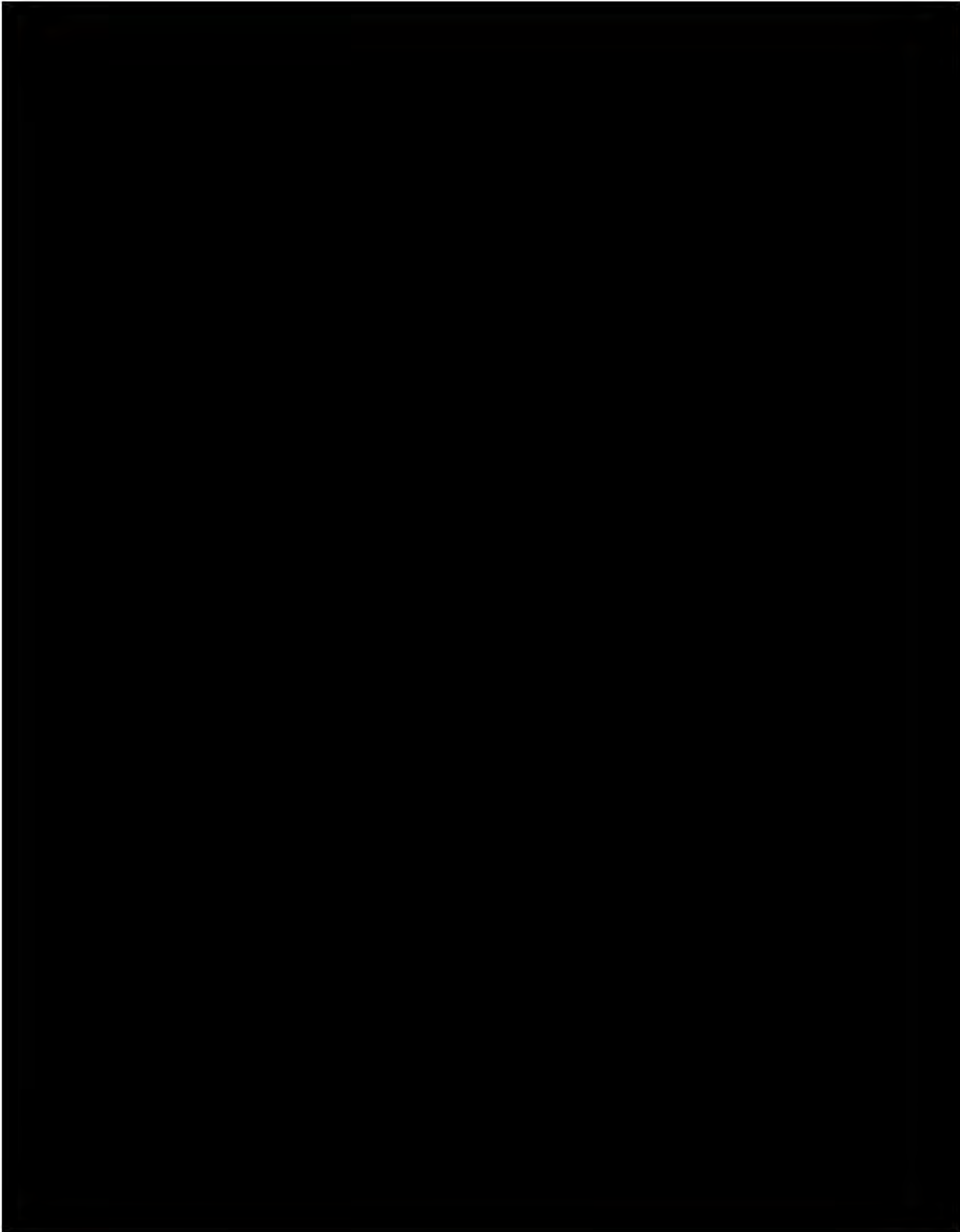
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3.8 Training of VLT Technicians

Each Primary and Qualified Supplier will be required to establish and maintain a certification program for the purpose of training and certifying technicians to service and repair its VLTs, including the installation or repair of component parts such as video monitors; bill acceptors; monitoring systems; and/or other components and parts that may alter the current or subsequent operation of a VLT.

Each applicant for a VLT vendor's license will be required to provide details of its certification program to the Commission; the criteria for certification; and information concerning the qualifications of the instructors. Each licensed Primary and Qualified Supplier will be required to ensure that its technicians have received sufficient and appropriate training in the service and repair of each of its approved VLT models before any VLT may be placed in operation. Upon request of the Commission, a certified technician, or a licensed supplier employing that technician, will be required to provide satisfactory proof to the Commission of the technician's certification and competence.

SG trains its technicians in cabinet operations and maintenance and has a Career Advance Program (CAP) in place to enhance learning opportunities for the Technical Operations team.

The complete CAP program details are shown on the following pages, which includes all the courses and equipment available.

NYL technicians are incentivized to participate and the CAP program administrator is a Senior Field manager in SG's NYL organization.



Welcome to Career Advancement Program (CAP) Course Catalog

The below courses are available through SkillSoft, SGLearn, webinar, Self-Paced Training and in-person training. Courses are subject to change and/or substitution.

SkillSoft:

PG Microsoft Outlook: Beginning

- Getting to Know Outlook 2016
- Managing Conversations and E-mail in Outlook 2016
- Managing Attachments, and Inserting Items and Signatures in Outlook 2016
- Using the Calendar to Schedule Appointments, Events, and Tasks in Outlook 2016

PG Microsoft Office 365

- Microsoft Office 365: Applications
- Microsoft Office 365: Document Management

PG Microsoft Word: Beginning

- Word 2016: Opening & Setting Up
- Word 2016: Creating, Opening & Saving Documents
- Word 2016: Editing Documents
- Word 2016: Formatting Documents

PG Microsoft Word: Intermediate

- Word 2016: Configuring the Application
- Word 2016: Shaping & Structuring Documents
- Word 2016: Illustrating Documents
- Word 2016: Using Table Tools

PG Microsoft Office – New Features

- New and Improved Features in Office 2016, Word and Outlook
- Features in Office 2016, PowerPoint, Excel, Visio, Project and Access, OneNote

PG Microsoft Excel – Beginning

- Microsoft Excel 2016 Essentials: Creating, Editing, and Saving Workbooks
- Microsoft Excel 2016 Essentials: Formatting Data
- Microsoft Excel 2016 Essentials: Formulas and Functions
- Microsoft Excel 2016 Essentials: Charts, Tables, and Images

PG Microsoft Excel - Intermediate

- Microsoft Excel 2016 Intermediate: Customizing Views, Styles, and Templates
- Microsoft Office 2016 Intermediate Excel: Working with Data
- Microsoft Office 2016 Intermediate Excel: Share, Review, and Collaborate

PG Microsoft Excel – Advanced

- Microsoft Excel 2016 Advanced: Apps and What-if Analysis
- Microsoft Excel 2016 Advanced: Accessibility, Transforming Data, and Errors

PG Microsoft Excel – Formulas

- Excel 2016: Custom & Conditional Formatting
- Excel 2016: Finding, Sorting & Filtering Data
- Excel 2016: Working with Formulas
- Excel 2016: Creating Charts & Graphics

PG Microsoft Excel – Pivot Table

- Microsoft Office 2016 Intermediate Excel: PivotTables and Advanced Charts

PG Microsoft Excel – Power Pivot

- Microsoft Excel 2016 Advanced: Power Pivot, Custom Formatting, Fills, and Forms

PG Microsoft Access – Beginning

- Working with Databases
- Saving, Printing & Exporting Databases

PG Microsoft Access – Intermediate

- Tables, Fields, & Entries
- Inserting, Importing, & Formatting Data
- Finding & Organizing Data
- Creating Forms & Queries
- Using the Report & Analysis Tools

PG Microsoft Power Point – Beginning

- PowerPoint 2016: Getting Started
- Creating Presentations
- Saving & Sharing Presentations
- Inserting & Manipulating Text
- Formatting Presentations

PG Using E-mail Effectively in the Workplace

- Writing Effective E-mails and Instant Messages
- Sending E-mails to the Right People
- Organizing Your E-mail

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PG Practical Grammar for Business Writing

- Using the Parts of Speech
- Getting the Details Right: Spelling Basics
- Abbreviating, Capitalizing, and Using Numbers
- Using Punctuation Marks
- Creating Well-constructed Sentences

PG Business Communication Forms of Writing

- Audience and Purpose in Business Writing
- Clarity and Conciseness in Business Writing
- Editing and Proofreading Business Documents
- Troublesome Words and Phrases: Common Usage Mistakes in Writing

PG Customer Service Training

- Interacting with Customers
- Communicating Effectively with Customers
- Dealing with Customer Service Incidents and Complaints
- Polishing Your Skills for Excellent Customer Service

PG Effective Communication

- The Art and Science of Communication
- Making an Impact with Non-verbal Communication
- Choosing the Right Interpersonal Communication Method to Make Your Point
- Do We Have a Failure to Communicate?

PG The Art of Listening

- Listening Even When it's Difficult to Listen
- Become a Great Listener
- Using Active Listening in Workplace Situations

PG Advanced Customer Service Training

- Rapport Building in Customer Service
- Providing On-site Customer Service
- Providing Telephone Customer Service
- Providing Effective Internal Customer Service
- Facing Confrontation in Customer Service
- Designing a Customer Service Strategy

PG Art of Feedback

- Polishing Your Feedback Skills
- Forging Ahead with Perseverance and Resilience
- Gaining a Positive Perspective on Feedback

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3

PG Ability to perform scheduling functions

- Organize Your Physical and Digital Workspace
- Avoid Procrastination by Getting Organized Instead
- Maximize Your Productivity by Managing Time and Tasks
- Achieve Productivity in Your Personal Life

PG Ability to Supervise

- Effectively Directing and Delegating as a Manager
- Getting What You Expect from Your Delegate
- Effective Team Communication
- Establishing Team Goals and Responsibilities, and Using Feedback Effectively
- Encouraging Team Communication and Collaboration

PG Acting Manager

- Becoming an Inspirational Leader
- Being a Fair and Caring Manager
- Thinking Strategically as a Manager
- Managing Employee Development
- Detecting and Dealing with Performance Problems
- Facing the Management Challenges of Difficult Behavior and Diverse Teams
- Managing Multigenerational Employees

PG Building Trust

- The Building Blocks of Building Trust
- Trust Building through Effective Communication
- Developing Your Business Ethics

PG Conflict Resolution

- Take a Deep Breath and Manage Your Stress
- The Essentials for Anger Management
- Facing and Resolving Conflict in the Workplace
- The Many Approaches to Facing Workplace Conflict
- Controlling Conflict, Stress, and Time in a Customer Service Environment

PG Developing Presentation Skills

- Planning an Effective Presentation
- Building Your Presentation
- Ensuring Successful Presentation Delivery

PG Employee Motivation, Appreciation, and Recognition

- Navigating Your Own Emotions
- Navigating the Workplace with Emotional Intelligence
- Navigating Other People's Emotions
- Reaching Goals Using Perseverance and Resilience

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4

PG Teambuilding

- Cultivating Relationships with Your Peers
- Building Your Professional Network
- Building Rapport with Your Boss

PG Manage a large opening / expansions

- Finding Your Bearings as a Project Manager
- Getting the Big Picture by Defining the Project's Scope and Team
- Mastering the Details of a Project's Schedule and Budget
- Managing a Project to Minimize Risk and Maximize Quality
- Navigating through Changes and Conflicts in Projects
- Taking Final Steps to Bring a Project to its Close

PG Professional Presentations

- Acting with Diplomacy and Tact
- Navigating Challenging Situations with Diplomacy and Tact
- Keeping Business Calls Professional

PG Developing Your Critical Thinking Skills

- Confronting Your Assumptions
- Investigating Arguments
- Reaching Sound Conclusions

PG Facing Problems and Making Decisions

- Getting to the Root of a Problem
- Defining Alternative Solutions to a Problem
- Choosing and Using the Best Solution

PG Time Management

- Aligning Goals and Priorities to Manage Time
- Make the Time You Need: Get Organized
- The Art of Staying Focused

PG Discovering Your Strengths

- Uncovering and Utilizing Your Talents and Skills
- Self-improvement for Lifelong Success
- Establishing Self-confidence for Life
- Managing Pressure and Stress to Optimize Your Performance

PG CompTIA A+

- CompTIA A+ 220-901 - Motherboards
- CompTIA A+ 220-901 - BIOS and Startup
- CompTIA A+ 220-901 - RAM
- CompTIA A+ 220-901 – CPUs

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PG CompTIA A+ Hardware

- CompTIA A+ 220-901: Connectors and Connections
- CompTIA A+ 220-901: Miscellaneous Tools and Connectors
- CompTIA A+ 220-901: Display Devices

PG Comp TIA A+ Troubleshooting

- CompTIA A+ 220-901: Computer Hardware Troubleshooting
- CompTIA A+ 220-902: Operational Procedures
- CompTIA A+ 220-1001: Resolving Problems

PG Networking 101

- CompTIA A+ 220-901 - Introduction to Networking
- CompTIA A+ 220-901 - Network Protocols and Cabling
- CompTIA A+ 220-901: Troubleshooting Networking Devices

PG Networking 201

- CompTIA A+ 220-1001: Networking
- CompTIA A+ 220-1001: TCP and UDP ports
- CompTIA A+ 220-1001: Configuring a Wired/Wireless Network

PG Microsoft SQL 101

- Introduction to SQL
- Introduction to SQL: Managing Table Design
- Introduction to SQL: Multiple Tables and Advanced Queries
- Introduction to SQL: Views, Transactions, and SQL Security Architecture

In-Person/Other Training:

PG Monitor repairs – In person training by COT 2 or above

- Must be verified by management to get credit
 - Component-level repairs

PG Printer repairs – In person training by COT 2 or above

- Must be verified by management to get credit
 - Component-level repairs

PG iDeck repairs – In person training by COT 2 or above

- Must be verified by management to get credit
 - Component-level repairs

PG Chair Maintenance/Standard/Sled Chairs/Sound Chairs – In person training by COT 2 or above

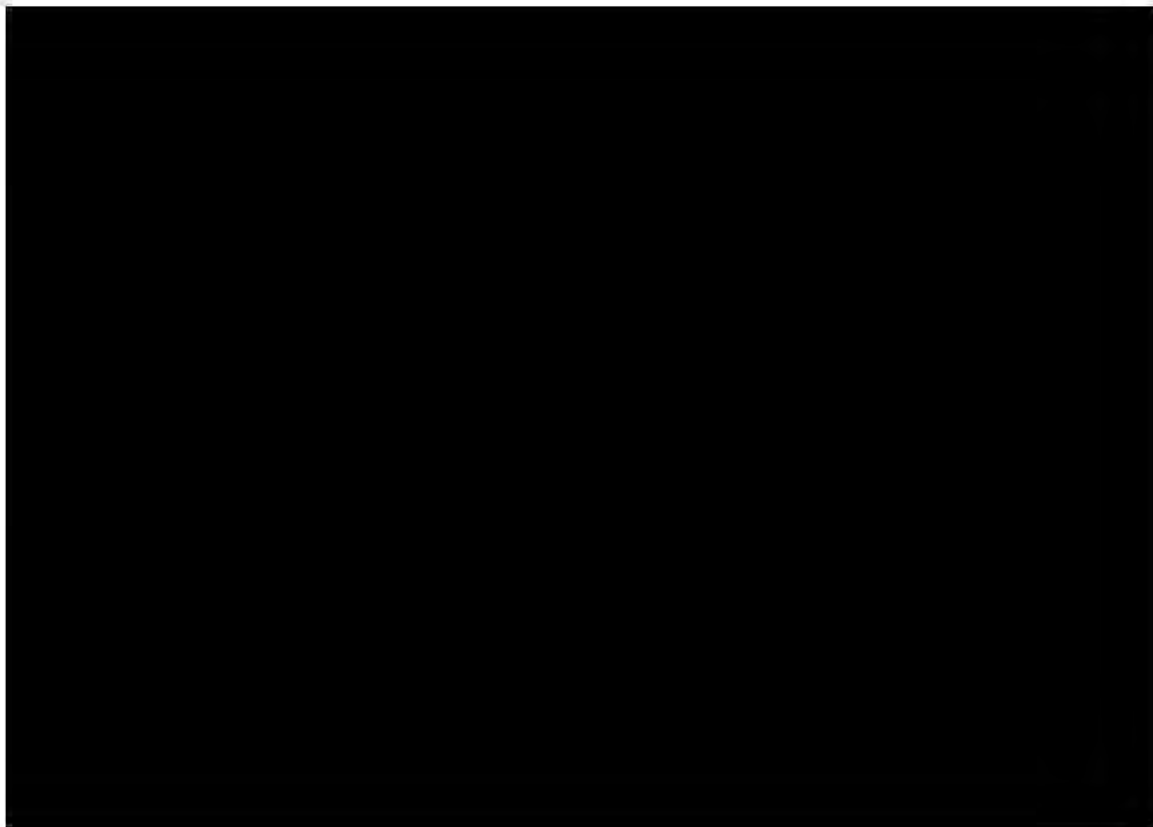
- Must be verified by management to get credit
 - Install, maintain, repair, and cushion replacement

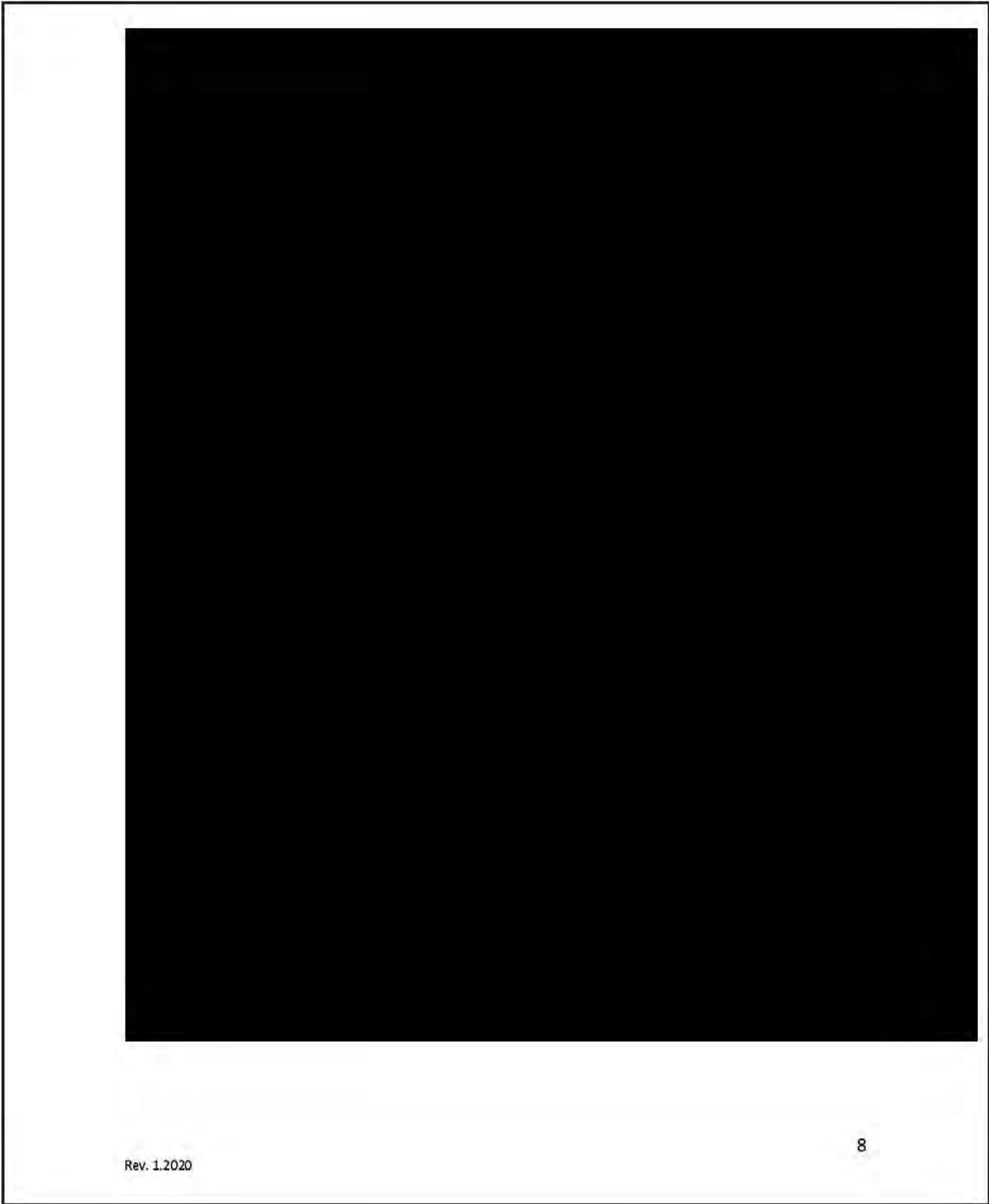
PG Bill Validator repairs – In person training by COT 2 or above

- Must be verified by management to get credit
 - Component-level repairs

PG Install, Maintain and Repair BNG Protocol – In person training by COT 3 / manager

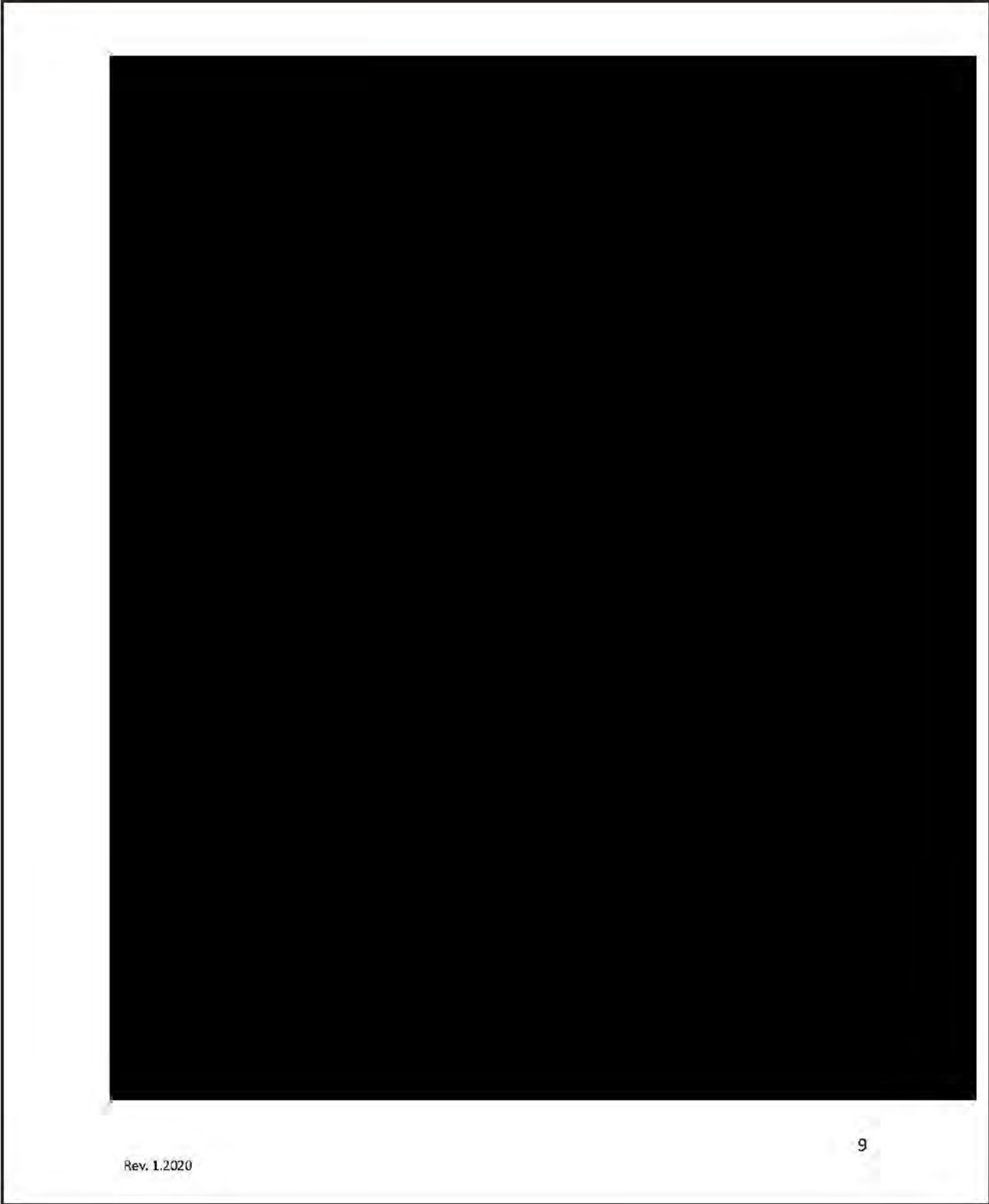
- Must be verified by manager to get credit





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8



Rev. 1.2020

9



Rev. 1.2020

10

3.9 Training of Commission and Video Lottery Gaming Facility Staff

Primary and Qualified Suppliers shall propose a training program that will provide the Video Lottery Gaming Facility staff on all aspects of their terminal.

Supplier training to NYL personnel will result from interaction between SG Staff and NYL, making sure that the training offered matches the required skill set for the delivered cabinet(s).

Training will be provided via webinar format and will include, but will not be limited to the following:

- Software installation and configuration
- Menu navigation
- Hardware overview
- Door and lock locations
- Attendant key operation
- Printer paper changes

SG employs full-time trainers, each with over ten years' experience in the gaming industry and with skills specific to the products offered to NYL. No subcontractors will be used.

Part 4 – Proposal Response

This Part 4 provides the requirements for development of the Applicant Information, Technical Proposal and Pricing Proposal, explains the Proposal Clarification Process, and outlines the Proposal Submission Process.

Any Proposal found to be incomplete or imposing conditions in response to the requirements under this RFP may be deemed non-responsive and removed from further consideration.

4.1 General Information

- A. Background. Each Bid Proposal shall consist of three (3) volumes: Volume 1 – Applicant Information; Volume 2 - Technical Proposal; and Volume 3 - Pricing Proposal. Collectively, the three volumes are referred to herein as the "Proposal". It is understood that each Volume may itself consist of multiple portions, e.g., Volume 2 – Technical Proposal may consist of 10 binders. Cumulatively, the ten binders will be cumulatively considered as Volume 2.

Each Volume shall be sealed separately from others and packaged in accordance with the specifications below.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- B. Proposal Clarification Process. The Commission may request clarification from a Bidder to resolve any ambiguity or questioning information presented in the Bidder's Proposal. Clarifications are an opportunity to explain, but not to enhance, a Proposal. Requests for clarification may occur throughout the Proposal submission review and/or the Proposal evaluation process. Clarification responses must be in writing and must address only the information requested. Responses must be submitted to the Commission within the time stipulated at the time of the request. As applicable, clarifications will be treated as addenda to the Bidder's Proposal.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- C. Packaging Materials to be Submitted.
1. Labeling. Each volume of the Proposals must be separately sealed and labeled identifying the volume within the package. The separately sealed volumes shall be packaged together with the following identifying information clearly indicated on the outside:

Sealed Proposal
RFP Title [Lot 1, Lot 2 or Lot 3] and Contract Number
Company or Organization Name
Proposal Due Date and Time

If a delivery service is used which prohibits such markings on the envelope or package, the identifying information shall be placed on the outside of an interior envelope or package.

2. Address. The address for Proposals submitted by contract carrier, courier delivery, hand delivery, or by U. S. Postal Service is:

New York State Gaming Commission Contracts Office, 4th Floor
Attention: Stacey Relation, Contract Management Specialist III
One Broadway Center Schenectady, New York 12305

Section 9 Response to Specifications

3. Delivery Method. If a Proposal is to be delivered by a method other than U.S. Postal Service, the Bidder must contact either a designated contact prior to delivery to assure timely acceptance. Faxed or e-mailed submissions will not be accepted.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- D. Confirmation. The Commission will confirm time and date of Proposal receipt by electronic mail. If hand-delivered, the Commission will also provide a receipt indicating when the Proposal was accepted.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- E. Joint and Multiple Proposals.
 1. Joint Proposals. Two (2) or more firms may join to submit a Proposal in response to this RFP. If a joint Proposal is submitted, the Proposal must define the responsibilities that each firm is proposing to undertake. Of the firms submitting a joint Proposal, one must be designated as the primary Bidder. Any contract award issued resulting from such a submission will be made exclusively to the primary Bidder. A joint Proposal must designate a single authorized official from one (1) of the firms participating in such joint Proposal to serve as the sole point of contact between the Commission and the firms that are responding together.
 2. Multiple Proposals from One Bidder. Bidders are permitted to submit Proposals for Lots 1 (Primary), 2 (Qualified VLT) or 3 (Qualified ETG), or any combination of Lots 1, 2 and 3. However, multiple Proposals from one Bidder for the same Lot are not permitted under this RFP. A Bidder shall submit only a single Proposal per Lot, consisting of a Technical Proposal and a Pricing Proposal.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- F. Costs Associated with Preparation of Proposals. The Commission and State shall not be liable for any of the costs incurred by a Bidder in preparing or submitting a Proposal, and, therefore, the Commission or State will not assume any responsibility or liability for any costs incurred by a Bidder. The responsibilities and liabilities of the Commission and State shall be limited to those set forth in the Contract.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- G. Late Submission. A Bidder Proposal must be received by the Commission on or before the due date and time specified in the schedule set forth as Section 1.6. The Bidder is responsible for timely receipt of its Proposal and should plan for delivery accordingly. Failure of a Bidder to submit a Proposal by the specified time may result in rejection or disqualification of the Proposal. Proposals rejected or disqualified for lateness may be returned unopened to the Bidder.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

4.2 Lot 1 Submissions

For details see SG responses in the following:

- *SG Lot 1, Volume 1 - Applicant Information*
- *SG Lot 1, Volume 2 - Technical Proposal*
 - *Includes Appendix S: Video Lottery Gaming Application For Agent/Vendor (4.2, 4.3)*
- *SG Lot 1, Volume 3 - Pricing Proposal*

4.3 Lots 2 and 3 Submissions

For details see SG responses in the separate Lots 2 and 3 submissions.

Part 5 – Evaluation and Selection

5.1 Introduction

This section describes the evaluation and award process that will be used to determine which Proposal provides the greatest overall benefits to the State. The ability of the Commission to evaluate a Bidder's Proposal is dependent upon the completeness and proper submission of the Proposal. The failure of a Bidder to provide information requested by this RFP, to submit the Proposal according to the required format, or to respond appropriately to a clarification request or demonstration request, may result in rejection of the Bidder's Proposal or reduction in scoring during the evaluation.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

5.2 Method of Award

The method of award under Lot 1 of this RFP will be "Best Value," the evaluation method for awarding a Contract to the Bidder whose Proposal optimizes quality, cost, and efficiency among responsible offers. The determination of Best Value will be based on a scoring of Technical and Pricing Proposals in response to the RFP specifications and as defined in this Part 5. Award will be made to the two Bidders with the highest composite scores.

Under Lot 2 and Lot 3 of the RFP, Award shall be made to the responsive and responsible Bidder(s) who meet the minimum qualifying requirements listed in Part 1 of this RFP. Because of the nature of the Products involved, and in recognizing that each supplier has unique features to their products and that the Video Lottery Gaming Facilities are best situated to determine the combination of products will be compose the gaming floor in order to maximize revenue generating potential, award shall be made to more than one Bidder. The Commission intends to award contracts simultaneously to all responsive and responsible Bidders that submit by the proposal due date provided in Section 1.6 and meet the minimum qualification requirements provided in Section 1.5.

Following award, Gaming Facilities may select product from any Lot 2 or Lot 3 Successful Bidder throughout the entire term of contract.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

5.3 Evaluation Methodology

The Commission will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. An evaluation committee (the "Committee") will be designated and will be comprised of Commission staff and other employees of the State of New York. The Commission reserves the right to make changes in the Committee's membership as necessary.

Scoring of the Lot 1 Technical Proposals will be by consensus of the Committee. Lot 1 Pricing Proposals will be scored following conclusion of the Technical Proposal scoring process. The relative scoring weight of Technical to Price will be: Technical seventy (70) percent; Price thirty (30) percent.

Scoring of the Lot 2 and Lot 3 Technical Proposals shall be limited to a Pass/Fail evaluation of the minimum qualifying requirements of the Bidder as provided for in Part 1 of this RFP.

The evaluation and award process will be comprised of the following (For Lots 2 & 3, only A, B, D, and H through L shall be applicable):

- A. Pass/Fail evaluation of the minimum qualifying requirements of the Bidder as provided for in Part 1 of this RFP;
- B. Review of Proposals to assess compliance with Proposal submission requirements, including responsiveness to terms, conditions, and requirements;

- C. Detailed review by the Committee of the Technical Proposals relative to proposed functions, features, services, and references;
- D. Proposal clarifications, if applicable;
- E. Scoring of Technical Proposals by the Committee using pre-defined evaluation criteria;
- F. Assessment and scoring of Pricing Proposals after finalization of the technical scoring process;
- G. Compilation of the technical and pricing score of each Bidder into a summary score sheet, by staff of the Contracts Office;
- H. Preparation of a Recommendation of Award Memorandum (Memorandum), on behalf of the Committee, by the Contract Management Specialist III, or designee. Signature by the Committee Chair on behalf of the Committee, of the final Memorandum;
- I. Submission of the Memorandum to the Commission's Executive Director or designee for review and acceptance of the Committee's recommendation and briefing of the Commissioners;
- J. Review and acceptance of the award by the Commissioners;
- K. Signature of the Memorandum by Commission's Executive Director or Acting Executive Director, or his or her designee; and
- L. Notice of Award.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

5.4 Information from Other Sources

The Commission reserves the right to obtain from sources other than the Bidder, information concerning a Bidder, the Bidder's offerings and capabilities, and the Bidder's performance, that the Commission deems pertinent to this RFP, and it may consider such information obtained when evaluating the Bidder's Proposal. This may include, but is not limited to, the Chair of the Evaluation Committee engaging experts from outside the Committee to better inform the Committee's findings.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

5.5 Evaluation & Selection Criteria

Lot 1 Proposals determined to comply with the requirements set forth in this RFP and submission requirements outlined in Part 4 – Information Required from Bidders – of this RFP will be evaluated based on the following criteria:

- A. Technical Evaluation – seventy (70) percent
- Bidder's Organization & Financial Viability (10 points)
 - Experience (15 points)
 - Project Management, Maintenance & Staffing (10 points)
 - Product Mix Plan (20 points)
 - Marketability/Diversity of Game/Software Portfolio (30 points)
 - VLT Specifications (10 points)
 - Diversity Practices (5 points)

70 percent of the points awarded in the Technical Evaluation will be applied to the composite score.

- B. Pricing Evaluation – thirty (30) percent

The Bidder with the lowest price will be awarded the full points allocated to the pricing evaluation. The score for each of the remaining Bidders will be proportionate to the lowest Bidder. Price will be determined by percent of net revenues bid multiplied by the estimated net revenues for one (1) year.

30 percent of the points awarded in the Pricing Evaluation will be applied to the composite score.

Note: Points awarded will be rounded to the nearest hundredth place.

Lot 2 and Lot 3 Proposals determined to comply with the requirements set forth in this RFP and submission requirements outlined in Part 4 – Information Required from Bidders – of this RFP will be evaluated based on the minimum qualifying requirements criteria outlined in Section 1.5 of Part 1.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

5.6 Final Composite Score/determination Of Award Process (Lot 1 Only)

The technical and pricing scores will be combined to determine the final composite score for each Bidder. Award will be made to the responsive and responsible Bidder who achieves the highest composite score. In the event of a tie, the award shall be made by to the Bidder with the higher Technical Evaluation score. If the Technical Evaluation score is also tied, the award shall be made to the Bidder with the higher combined Marketability/Diversity of Game/Software Portfolio and Product Mix Plan score.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

5.7 Notice of Award

A contract award notification letter will be sent to the Successful Bidder, and notification letters to unsuccessful Bidders indicating that an award was made and is subject to approval by the New York State Office of the Attorney General and New York State Office of the State Comptroller.

No public discussion or news releases relating to this RFP or the resulting Contract shall be made by any Bidder without the prior approval of the Commission.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

5.8 Debriefings

The Commission shall, upon request, provide a debriefing (the Commission will accommodate in person or telephone debriefings, as requested by the Bidder) to any unsuccessful Bidder that responded to this solicitation regarding the reasons that the Bidder's response was not selected for an award. A debriefing shall be requested by the unsuccessful Bidder within fifteen (15) calendar days of release by the state agency of a notice in writing or electronically that the Bidder's offer is unsuccessful.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

5.9 Protest or Appeal

If a Bidder decides to protest the award decision, the following protest procedures will be followed:

- A. Any protest of the award decision must be filed with the Commission, no later than ten (10) business days following the date of written notification to the unsuccessful Bidder, pursuant to Section 5.7 of the RFP;

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- B. The protest must clearly state the basis for the protest and include all relevant documentation supporting such protest;

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- C. The Commission shall conduct a review of the protest and issue a written determination to the protesting party within fifteen (15) business days of receipt of the protest. If additional time for issuance of the determination is necessary, the Commission will inform the Bidder of the delay and of the timeframe within which a determination may be expected. The final written determination provided to the Bidder will constitute the Commission's final administrative determination of the protest;

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- D. If an unsuccessful Bidder appeals the Commission's final administrative determination of the Bidder's protest, the unsuccessful Bidder must submit such an appeal to the New York State Office of the State Comptroller, Bureau of Contracts, within ten (10) business days of the Bidder's receipt of the Commission's final written determination. The protest appeal must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the Contract award by the Commission. A copy of the appeal must be served on the Commission, the Successful Bidder(s), and any other party that participated in the review of the protest conducted by the Commission. The unsuccessful Bidder's appeal must contain written affirmation that a copy of the appeal has been served as required by this paragraph;

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- E. The appeal must be filed with: Director, Bureau of Contracts – 11th Floor, New York State Office of the State Comptroller, 110 State Street, Albany, NY 12236;

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- F. The Commission will submit an answer to the appeal to the Bureau of Contracts simultaneously with the delivery of the Contract to the BOC for its review, or within seven (7) business days of the submission of the appeal, whichever is later. The Commission's answer to the appeal must include written affirmation that, simultaneous with the submission to Bureau of Contracts, the answer was transmitted to the protestor and the Successful Bidder(s);

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- G. A Successful Bidder may, but is not required to, submit an answer to the appeal with the Bureau of Contracts. Such answer must include written affirmation that the answer was simultaneously delivered to the Commission and the protestor and must meet the submission requirements as noted above for the Commission;

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- H. The Bureau of Contracts will evaluate the merits of the protest, the Commission's determination and any response submitted by an interested party. In its review, the Bureau of Contracts may require the Commission, the protesting party, the Successful Bidder, or any other interested party to address additional issues raised; may obtain information from an outside source; or may determine whether it deems it necessary to conduct a fact-finding hearing, and the level of formality of any hearing conducted; and

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

- I. The Bureau of Contracts will issue a written determination addressing the issues raised by the appeal. All interested parties shall be provided with a copy of the determination. The determination shall be made part of the procurement record.

Scientific Games has reviewed the preceding section and acknowledges that it understands and further agrees to abide by all items as set forth.

Appendix 9A – Bill Acceptor Specifications Example

JCM iVZION Specifications Example



GENERAL SPECIFICATONS

Acceptance Rate
99% or greater

Banknote Types Accepted
Long edge: SS: 110-170mm (4.33-6.69")
SH: 110-177mm (4.33-6.96")
Short edge: 60 – 85mm (2.36-3.35")

Barcode Coupon (Standard Specification)
Read Code: Interleaved 2 of 5
Narrow Bar: 0.5mm-0.6mm (0.019-0.023")
Wide Bar: Narrow Bar = 3:1
Characters: 18 Characters
Print Position: Middle (by dividing a Coupon equally on the left, right, top and bottom of the Coupon's exact center)
Print Width: Wider than 10mm (0.39")

Insertion Direction
Banknote: Four-way
Barcode Coupon: Two-way face up

Processing Speed
Approximately 2 seconds from Bank note insertion to Vend signal output
Approximately 3 seconds from Banknote insertion to completion of stacking operation

Validation Method
Optical

Diagnostic Indicators
Power LED, Status LED, Bezel LED (Optional)

Escrow
1 Note

Cash Box Type
Secure cash box
Intelligent Cash Box (available with RFID Specifications)

Cash Box Capacity
SS: Standard: 600 Banknotes Capacity
SS: Large: 1000 Banknote Capacity
SH: HC Cash Box: 3000 Banknotes Capacity

Weight Empty
SS: Approximately 4.1 kg (9.04lbs)
SH: Approximately 7.6kg (16.75lbs) (with HC Cash Box)
LD: Approximately 2.3kg (5.07lbs)

Protocol
ID-003, OEM Serial and ccTalk

Interface
USB, RS232, Photocoupler

Supply Voltage
12V DC (-5%) to 24V DC (+10%)

Current Consumption
Standby: 24V DC = 0.2A, 12V DC = 0.2A
Operation: 24V DC = 0.1.3A, 12V DC = 2.3A
Maximum: 24V DC = 3.2A, 12V DC = 3.0A

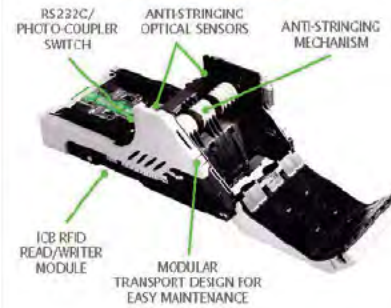
Environment
Operating Temperature: 5° C to +50° C (41° F to 122° F)
Storage Temperature: -20° C to +70° C (-4° F to 158° F)
Relative Operating Humidity: 15% to 85% RH (non-condensed)
Relative Storage Humidity: 15% to 85% RH (non-condensed Installation: Indoors Only)

**Actual capacity may vary based on quality of notes accepted*

VALIDATION HEAD



TRANSPORT MODULE



BEZEL OPTIONS



Ask your representative about all of our additional bezel options.



JCM American Corporation
925 Pilot Road
Las Vegas, NV 89119
USA
Tel: 800-683-7248
(800# for USA, Canada & Mexico)
Tel: 702-651-0000

Japan Cash Machine Co., Ltd.
N2-23-2, Higashi Nihonbashi,
Chuo-ku
Tokyo 103-0004
Japan
Tel: 81-3-5962-3731

JCM Europe GmbH
Mundelheimer Weg 60
D-40472 Dusseldorf
Germany
Tel: 49-211-530645-0



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REV 01.22.17



SEES BETTER

- Contact Image Sensor (CIS) technology
- 100% note image capture, front and back
- Optical note image centering
- Best optical and mechanical anti-stringing technology

THINKS SMARTER

- Two high-speed processors
- Self-calibrating
- 100% compatible with JCM's Intelligent Cash Box (ICB®)

RUNS FASTER

- Fastest note-to-note processing speed
- Industry's highest acceptance rate
- 85mm wide, sealed bill path
- Dust and liquid resistant

THE AWARD-WINNING iVIZION® is the Foundation of Intelligent Validation™ and is the solution that *sees better, thinks smarter* and *runs faster*. It is the perfect solution for all full-featured types of automated transaction applications, including bill pay and self-checkout kiosks, gaming devices, parking and more.

iVIZION's Contact Image Sensor (CIS) technology scans 75 times more data points than any bill validator in its class, capturing the full image of both sides of a banknote or ticket. The CIS validation technology is combined with a patented anti-stringing device to detect and prevent manipulation or mechanical cheating.

iVIZION runs faster with two powerful processors, one dedicated to banknote evaluation, resulting in an industry-leading first time acceptance rate and the fastest banknote-to-banknote processing speed. It is self-calibrating, accepts banknotes up to 85mm wide, and has a sealed dirt and liquid-resistant banknote path, resulting in less service-related downtime.

When connected to JCM's GEN5™ printer and to your CMS, iVIZION unleashes the power of FUZION™ technology, empowering each EGM to potentially deliver a server-driven suite of player-focused, revenue-driving features in addition to slot play including lottery ticket vending, sports book wagers, promotional couponing, currency exchange and tax forms.



FEATURES

SECURITY

- Contact Image Sensor (CIS) technology captures 100% of both sides of note or ticket image, plus delivers 4-way ability to read 2D barcodes; Data Matrix; QR codes and PDF 417
- Optical and patented mechanical anti-stringing technology protects against manipulation or mechanical cheating
- Two resident high-speed processors increases first-time acceptance rate also processes notes and tickets faster than any bill validator in its class
- Patented cash box pusher mechanism provides easily viewed last bill inserted

ACCOUNTABILITY

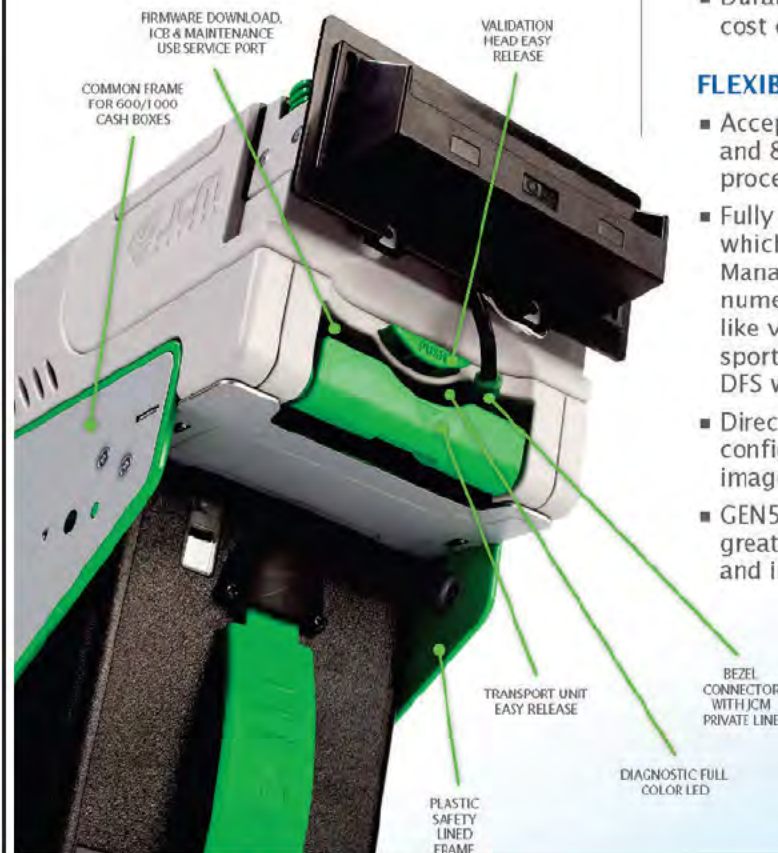
- Intelligent Cash Box (ICB[®]) support comes standard and delivers business intelligence and reduces reconciliation errors
- RFID ICB memory module accurately links and captures cash box transactions
- Web-enabled ICB reports access encrypted data from the cash box and allows remote secured accessibility to authorized personnel

DURABILITY

- Self-calibrating feature ensures high first-time acceptance rate
- Sealed banknote path keeps dirt, moisture, and light out of internal mechanism
- Durable, modular design reduces cost of ownership

FLEXIBILITY

- Accepts notes up to 170mm in length and 85mm in width which facilitates processing most world currencies
- Fully compatible with FUZION technology which integrates with in-house Casino Management System to potentially enable numerous revenue generating features like vending lottery tickets, generating sports and race book tickets, accepting DFS wagers, promotional couponing, etc.
- Direct server connectivity allows remote configurations, firmware downloads, note image capture storage, and health monitoring
- GEN5 printer compatible which delivers greater flexibility in barcode couponing and increases ticket acceptance



CASH BOX OPTIONS

iVIZION-SS/SU

- 600 or 1000 banknote capacity* cashbox standard
- Dual locking for extra security
- Viewing window for fast and easy last-note verification
- Intelligent Cash Box (ICB) standard
- ICB 3.0 web reports deliver business intelligence and key data



iVIZION-HC

- Over 3,000 banknote capacity* cashbox, largest capacity in its class
- Hybrid metal/composite cashbox is robust, durable, secure and impact-resistant
- High capacity box for ATM, retail deposit, bill-pay kiosks, redemption kiosks, high-volume self-pay terminals
- Higher capacity delivers greater efficiency, security, and convenience

iVIZION-LD

- Combines high security with flexible stackerless cash drop
- Easily adaptable to a wide variety of configurations
- Flexible free-fall design allows for customized currency storage designs
- Perfect option for multi-width, multi-currency validation of up to 85mm in width
- Economical option where no cashbox is required



**Actual capacity may vary based on quality of notes accepted*

Appendix 9B – Product Catalog (3.4) for Lot 1

See attached catalog.

SG NYL CATALOG Revision 03/2021





N.Y. GOLD™



Scientific Games is dedicated to being the leading provider of content to the NYL program. Building on a legacy of successful brands, decades of extensive industry knowledge, world-class teams, and cutting-edge technology, Scientific Games is leading the way in the creation and design of innovative gaming content, and solutions for Lottery ecosystems.

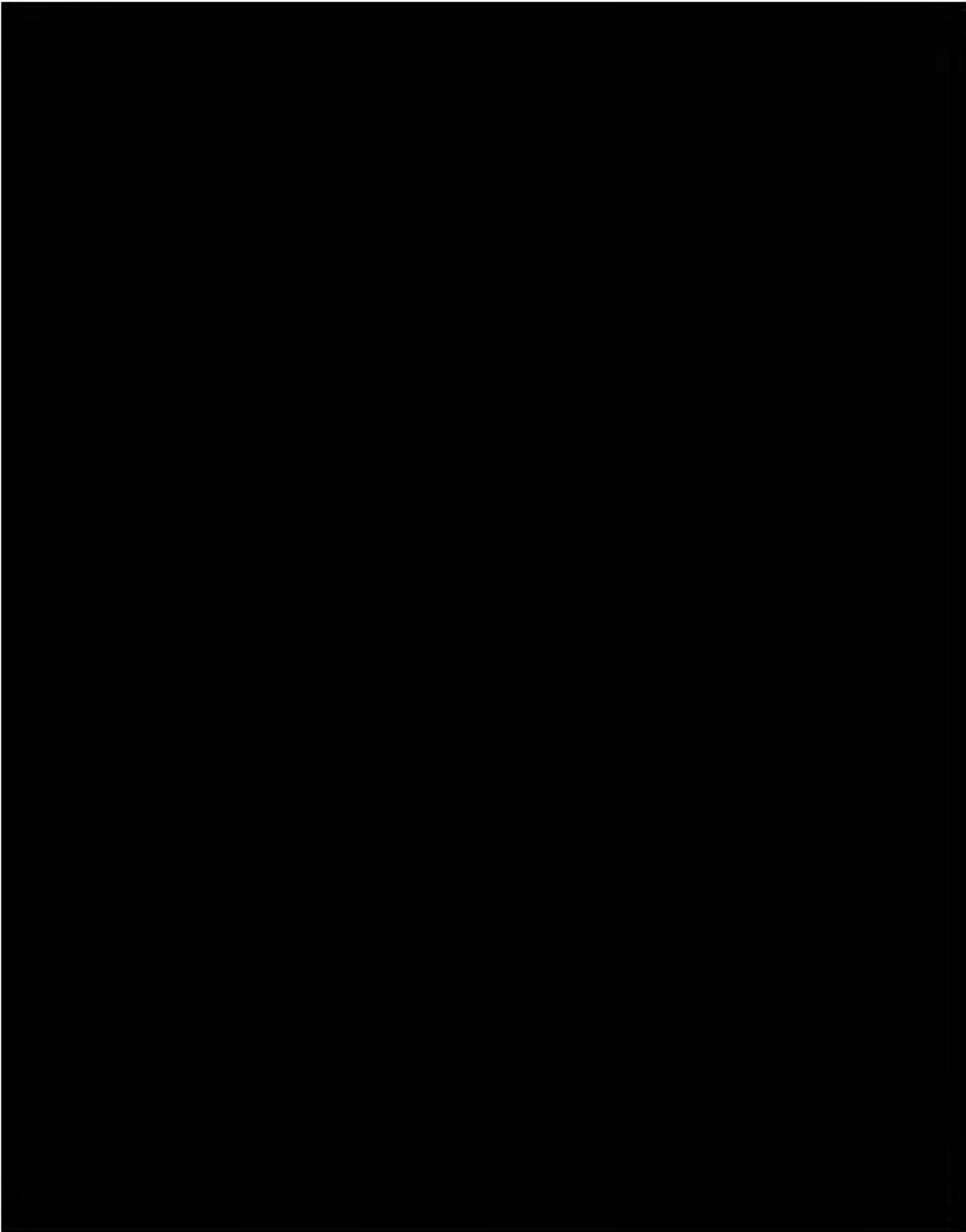


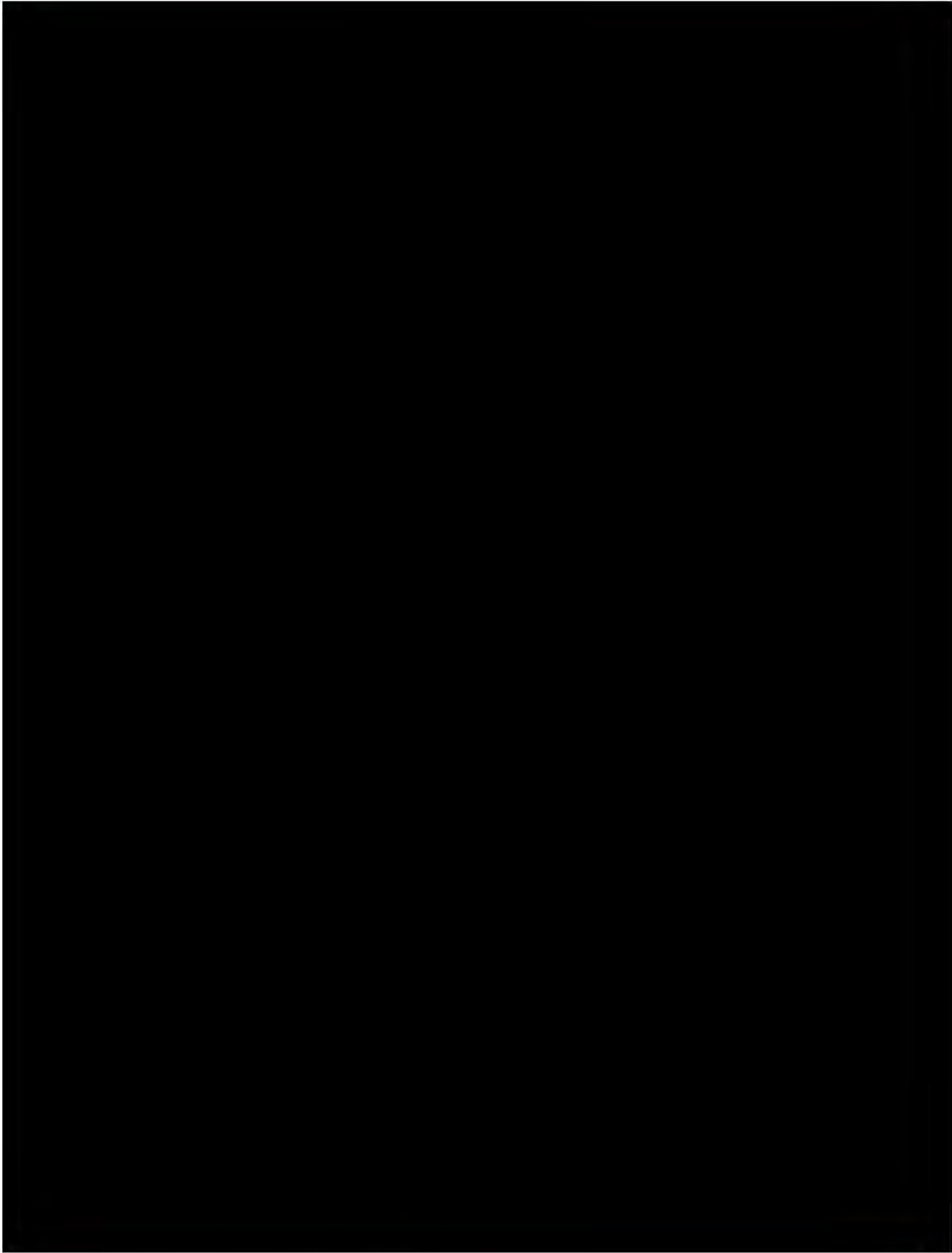
FUSION

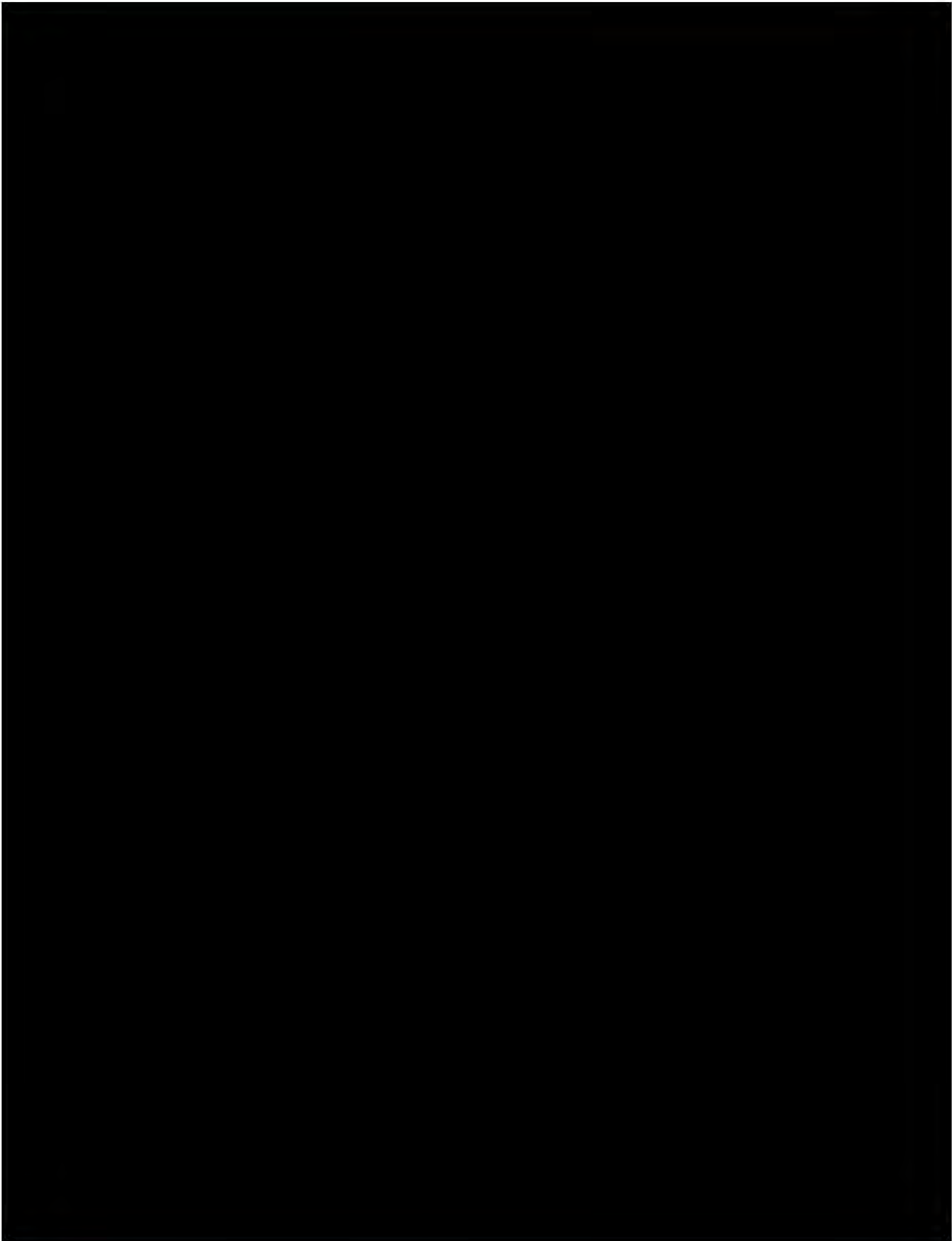


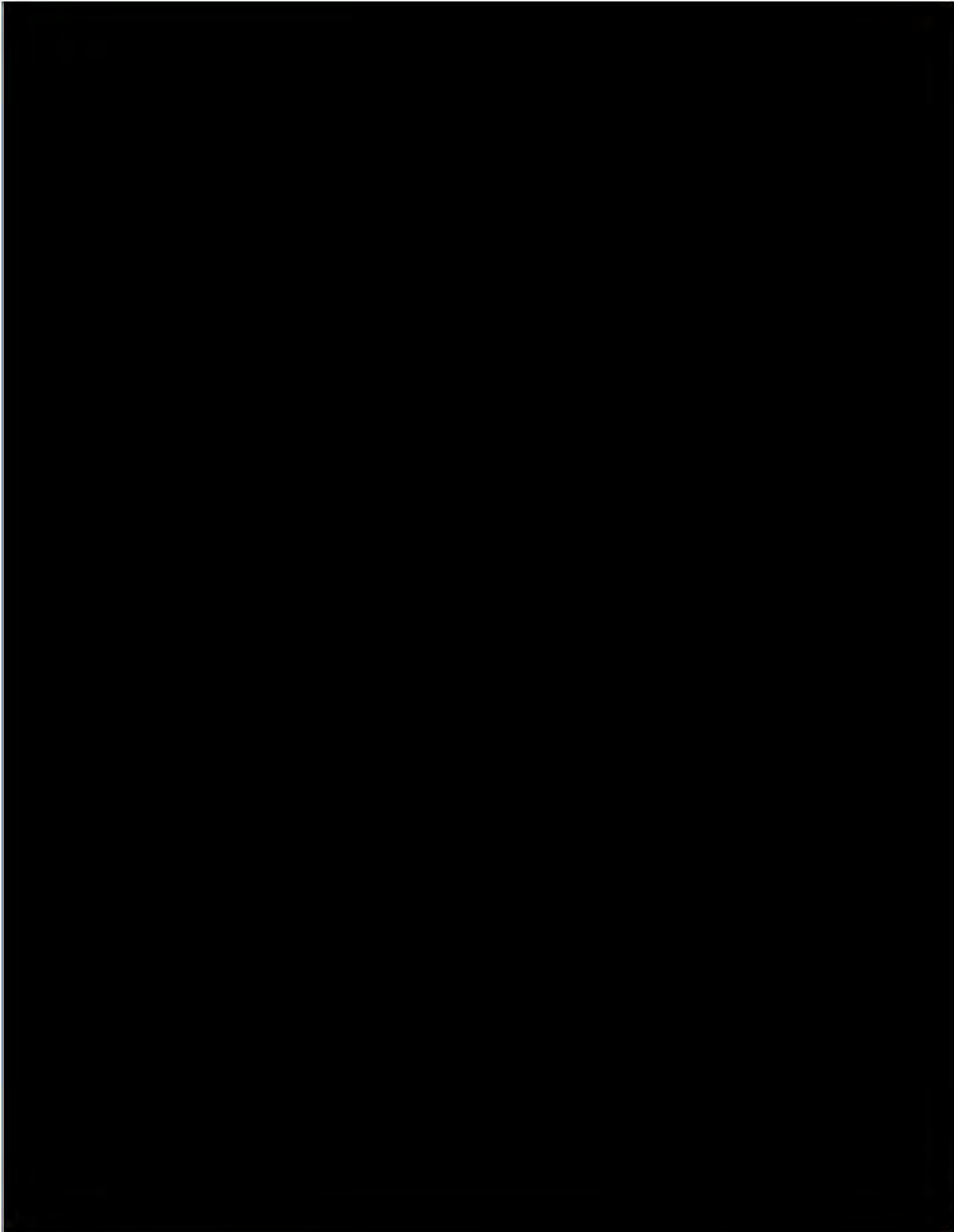


VLTs









Jinse Dao

JINSE DAO™ - OX / JINSE DAO™ - TIGER

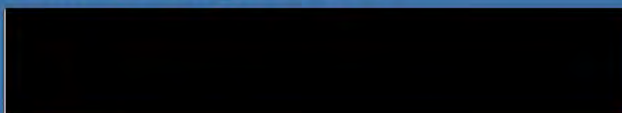


SINGLE SCREEN ONLY



THE GOLDEN PATH TO RICHES!

Cabinet: Single Screen



Bonus Features:

- Wheel Bonus
- Hit & Win Feature
- Hit & Win Second Chance
- Free Games Bonus

The *Jinse Dao*™ games showcase the popular Hit & Win feature where up to three rows may be added to reels 2 to 5 and Glowing Orbs on the reels may award credit prizes and jackpots! The Wheel Bonus may award one of four jackpots or 6 Free Games with up to 400 additional Glowing Orbs that increase the chance of a huge win when the Hit & Win feature is triggered!

Ultra Hot Mega Link

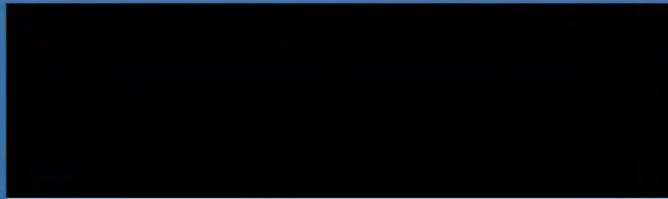
**ULTRA HOT MEGA LINK™ – AMAZON / INDIA /
CARIBBEAN / CHINA**



SINGLE SCREEN ONLY



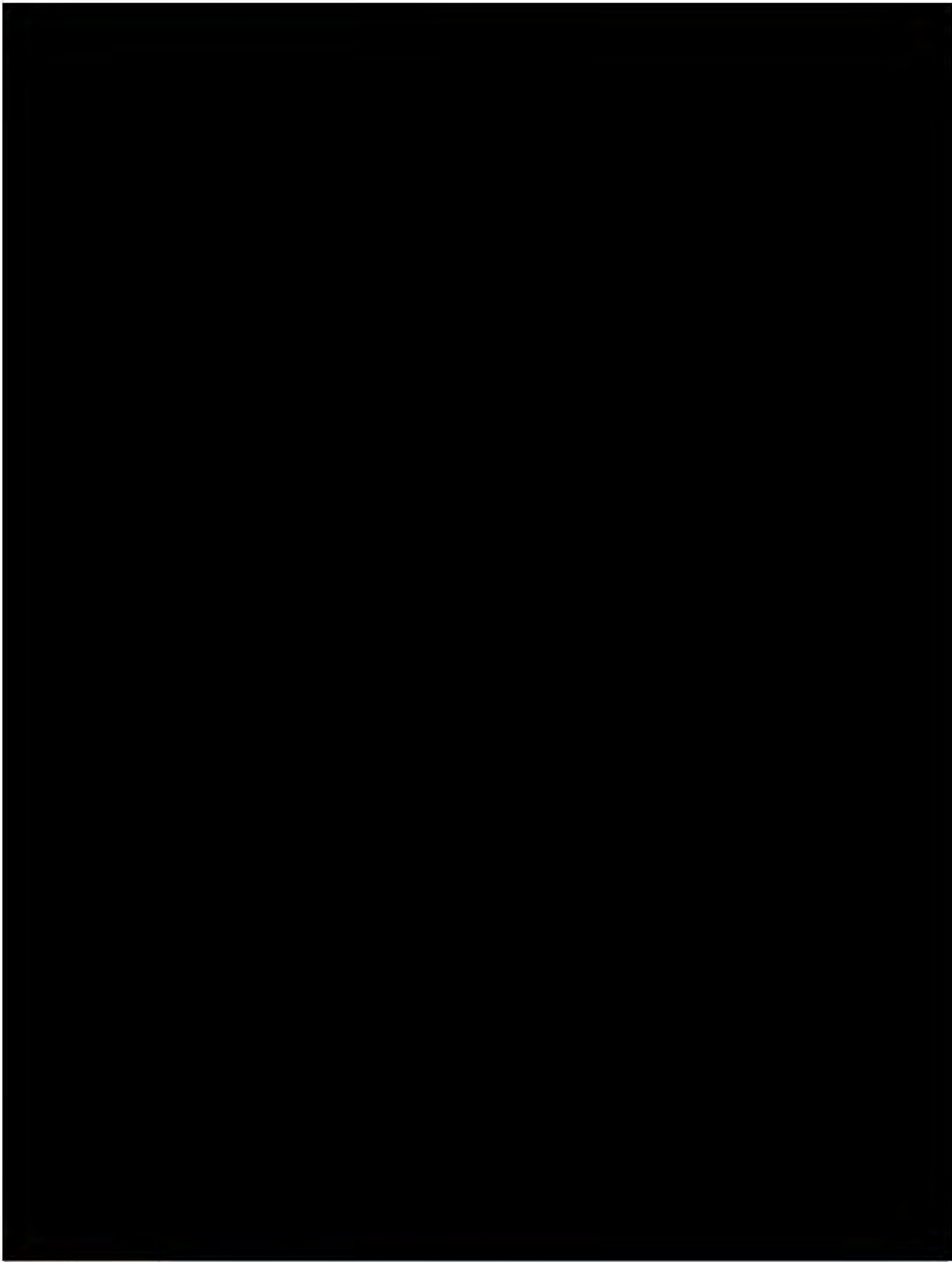
STRIKING WHILE THE REELS ARE HOT!

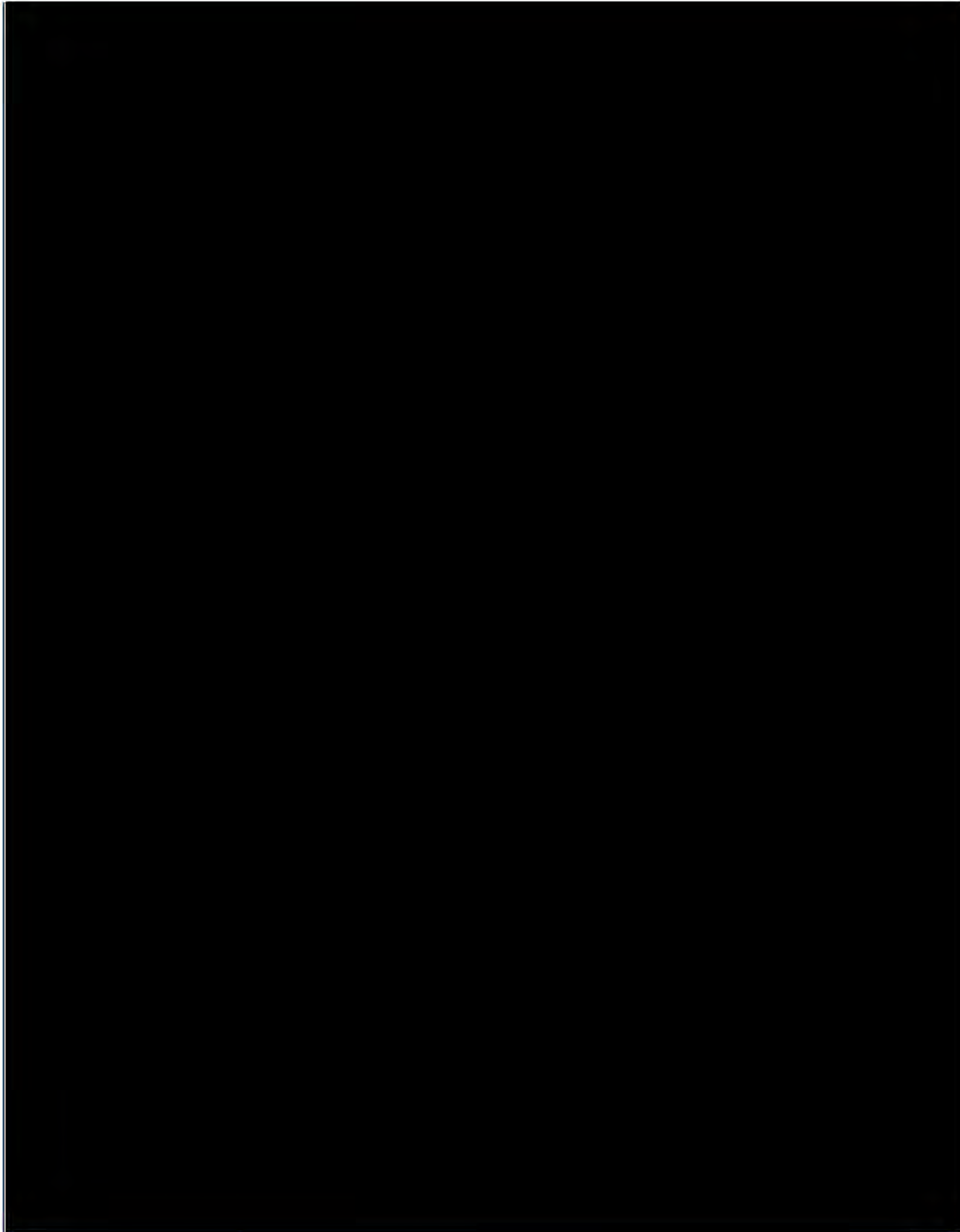


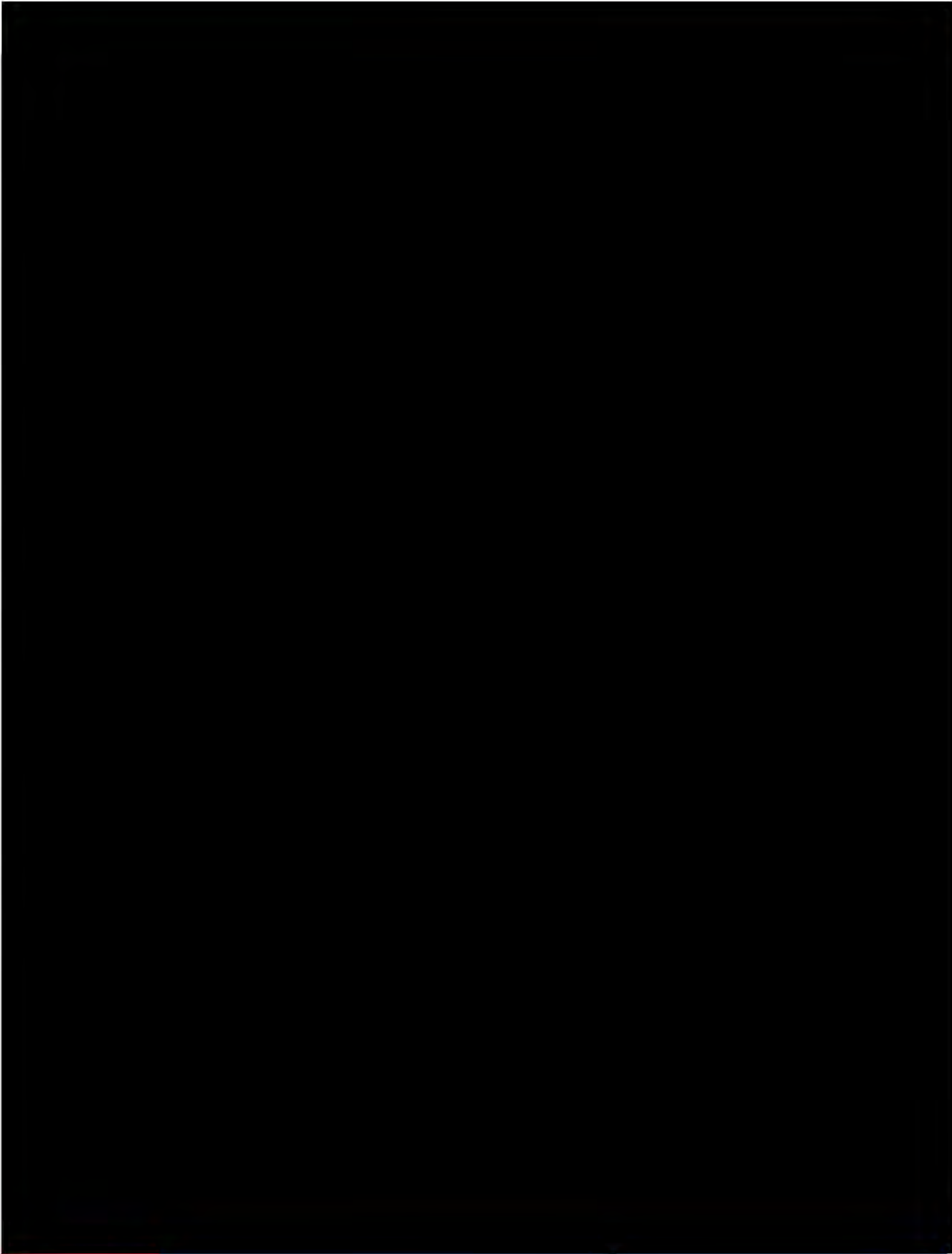
Bonus Features:

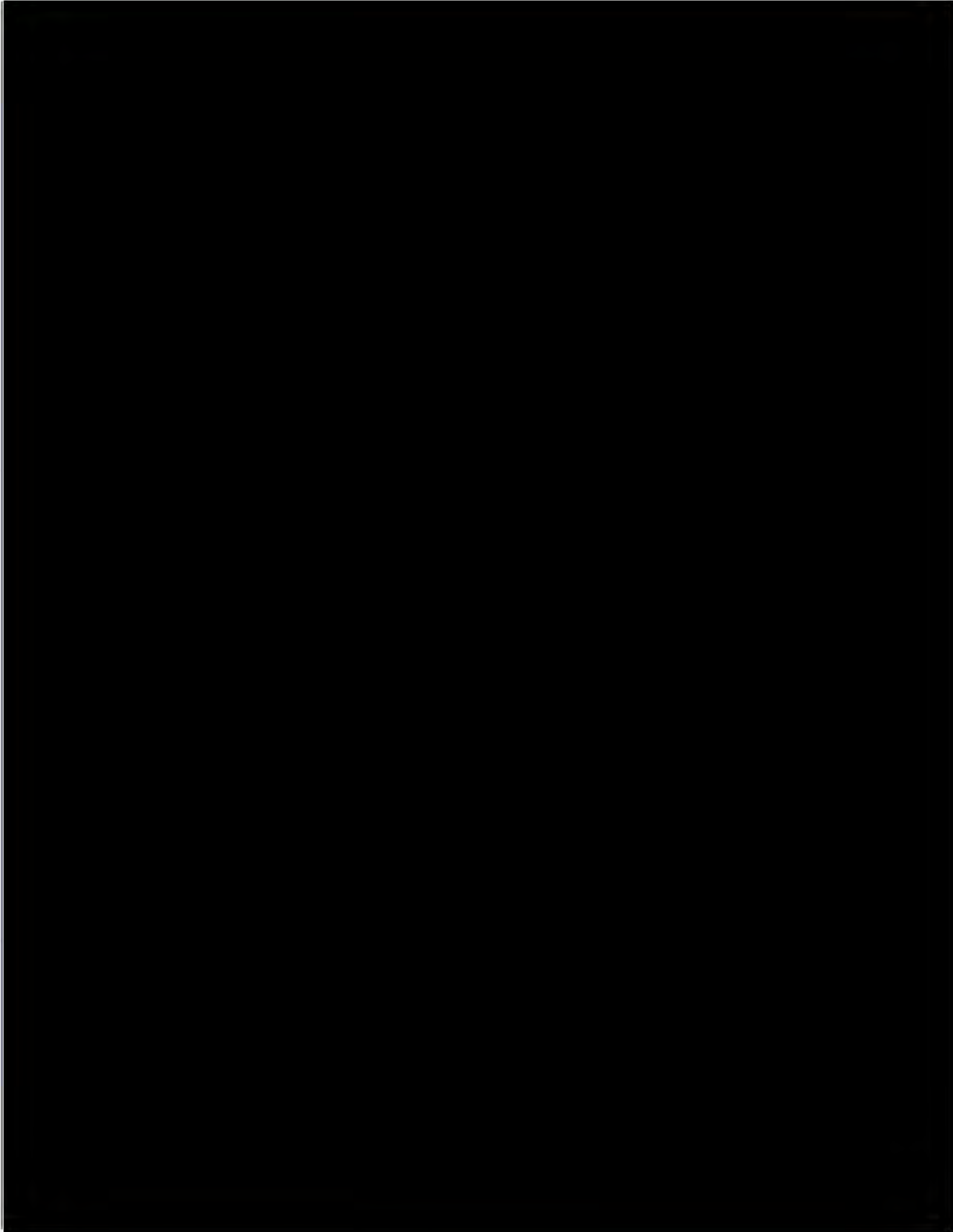
- *Ultra Hot Mega Link™* Feature
- Free Games Bonus

This breathtaking series includes the thrilling *Ultra Hot Mega Link™* lock and spin feature. During the feature, Ultra Hot Fireball symbols that lock on the reels can add credits, or even a Mini Jackpot, to up to 5 other unlocked Fireballs around it, ultimately exploding the size of the feature win!









Quick Hit Ultra Pays

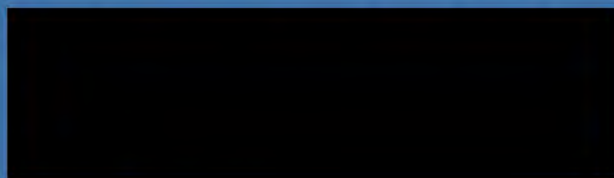
QUICK HIT ULTRA PAYS® – EAGLE'S PEAK® / WOLF MOUNTAIN®



SINGLE SCREEN ONLY



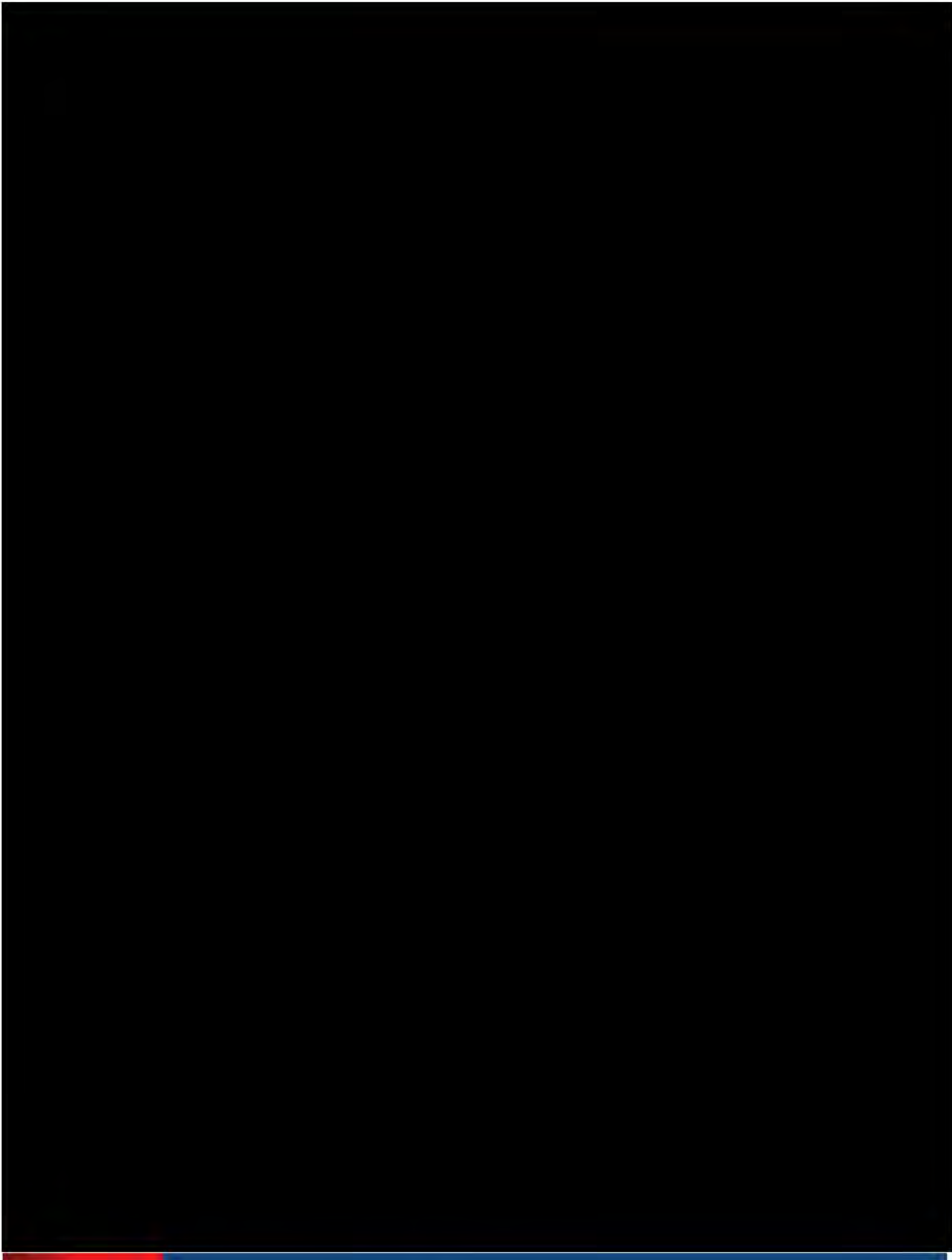
MORE WAYS TO WIN!

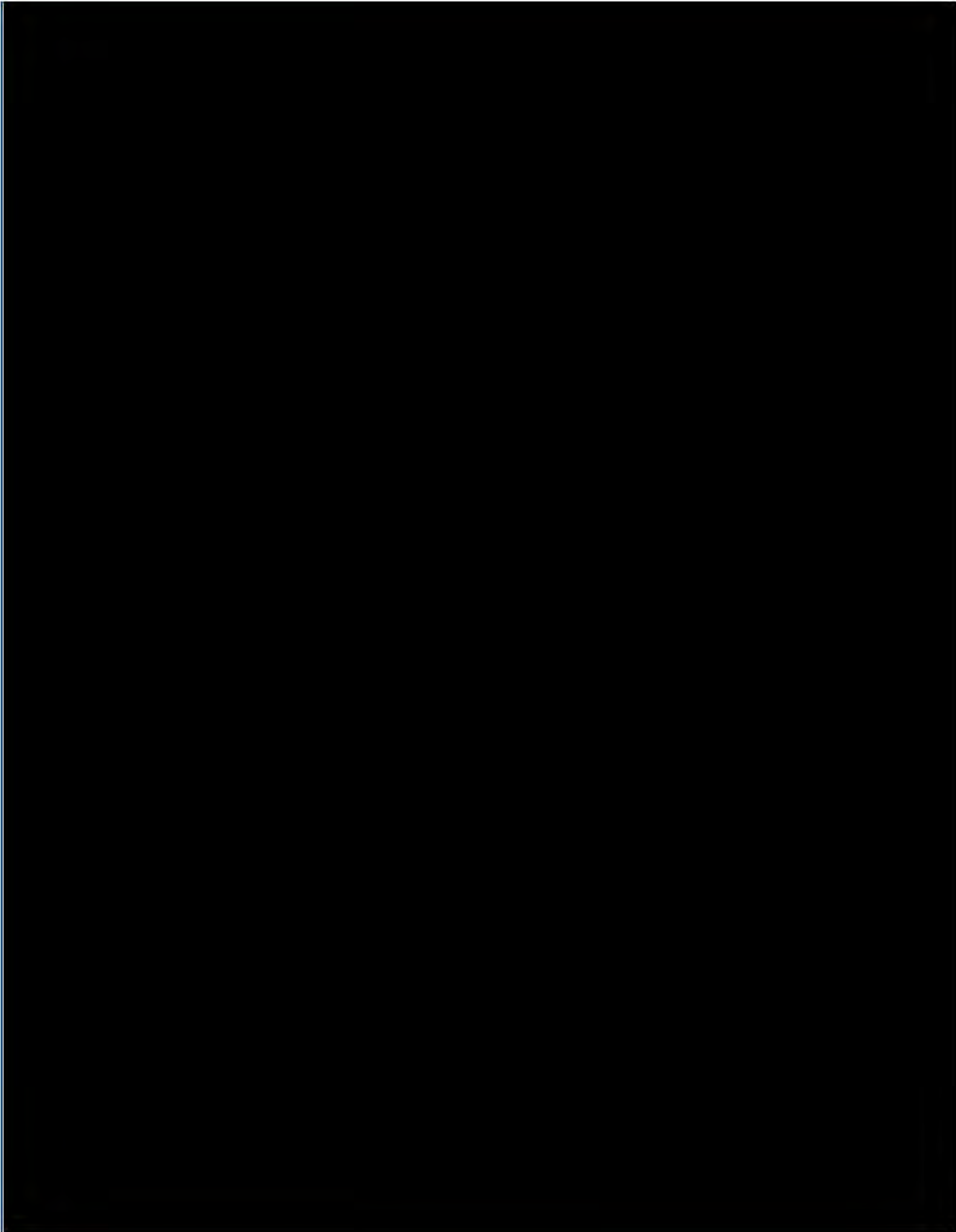


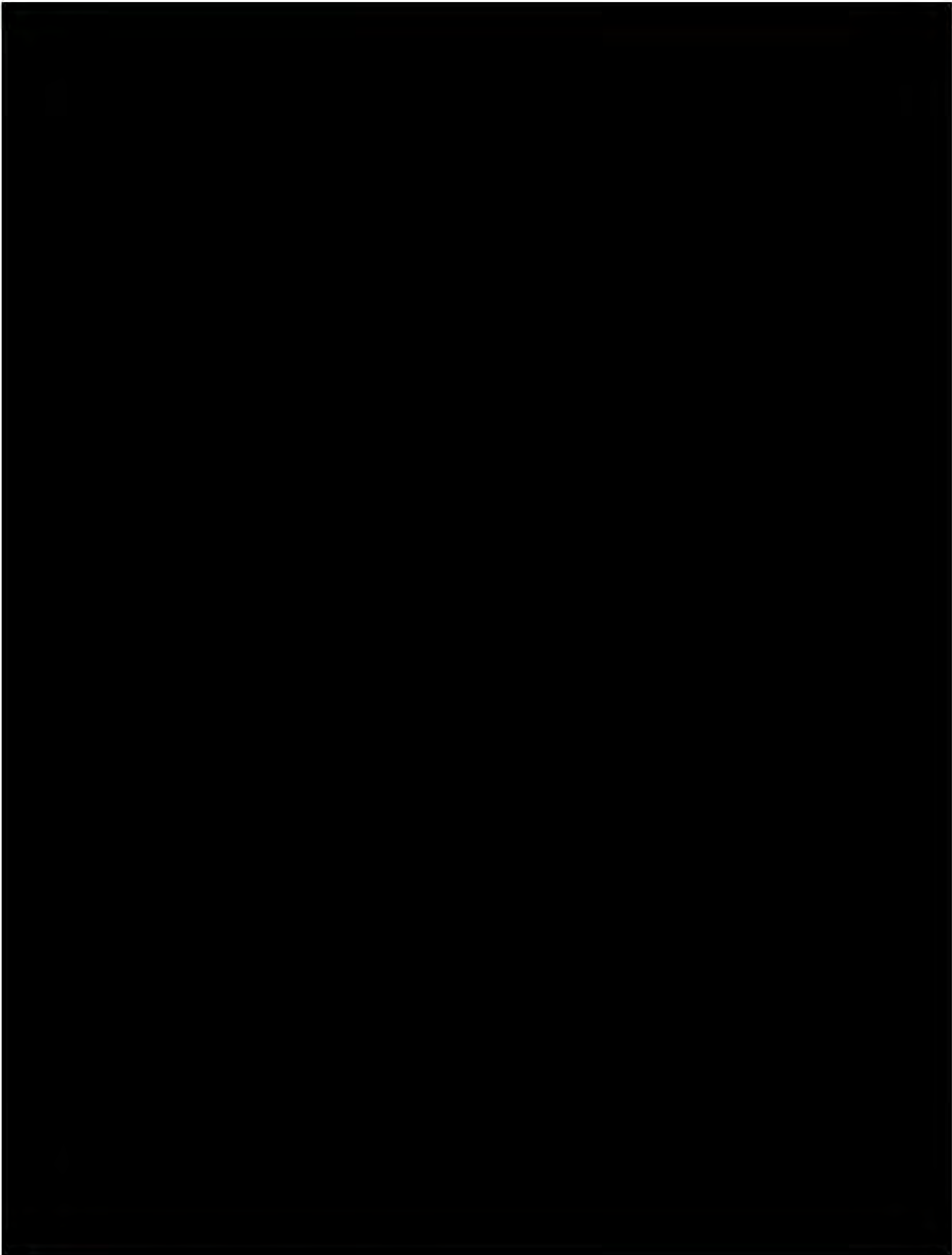
Bonus Features:

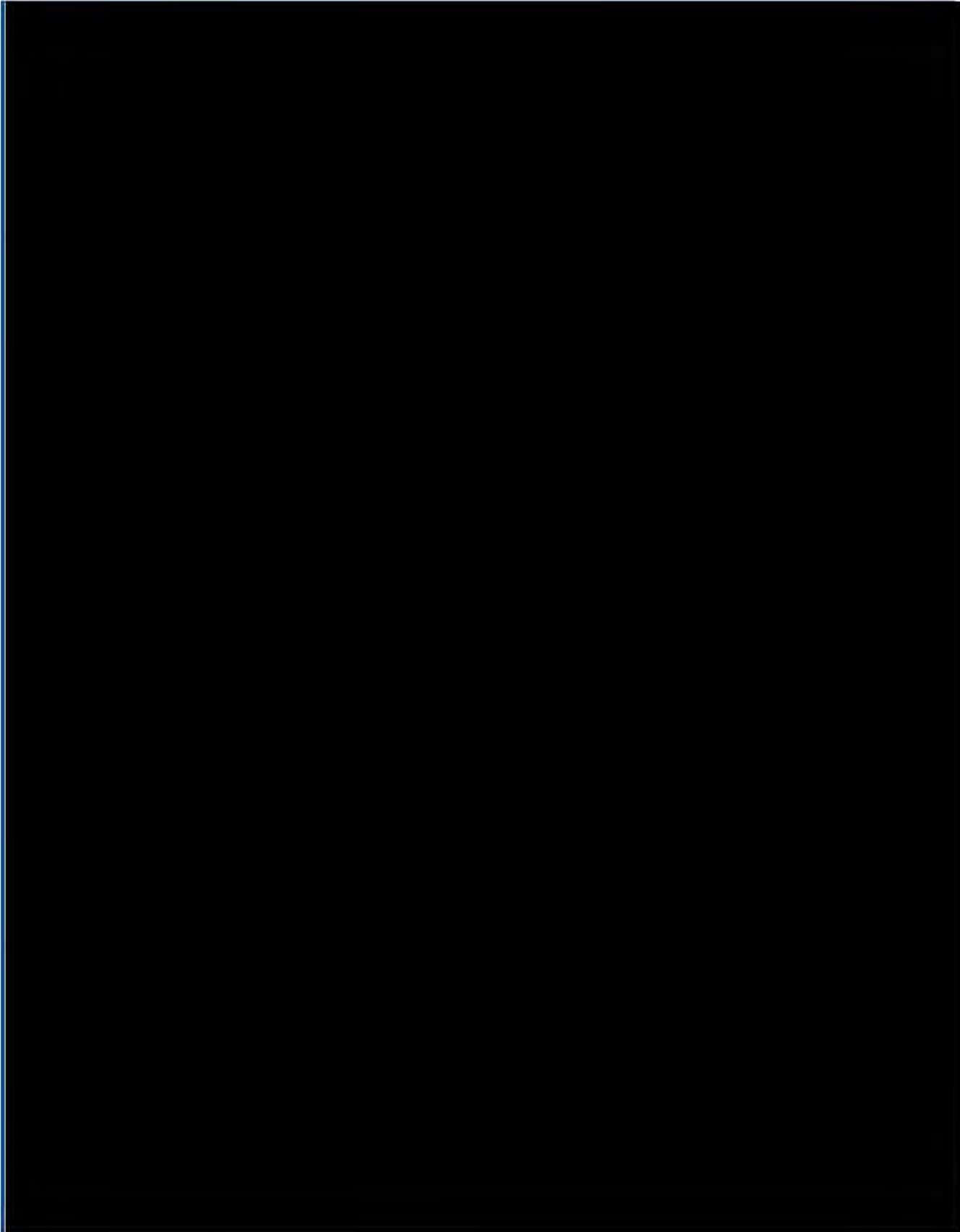
- *Quick Hit*[®] Feature
- *Rising Wheel*[™] Free Game

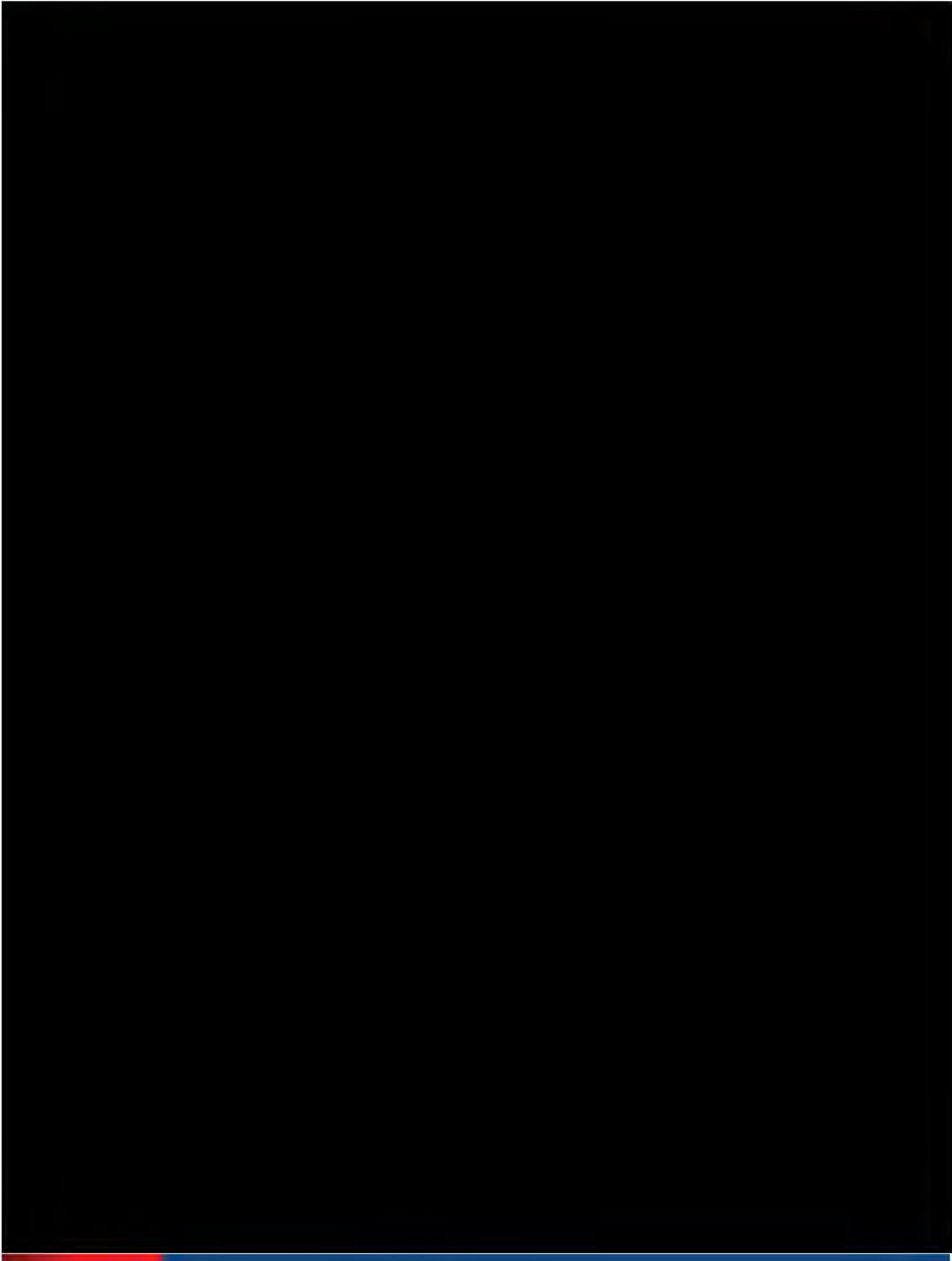
Quick Hit Ultra Pays[™] has two captivating game features, including the player-favorite *Quick Hit*[®] feature, where the number of *Quick Hit* symbols on randomly expanding reels corresponds to a Multiplier or, at max bet, a Jackpot! The second is a Free Games Bonus where a Pick Feature determines the number of free games awarded, and before each spin, a *Rising Wheel*[™] above the reels determines the number of ways a player can win on expanding reels.

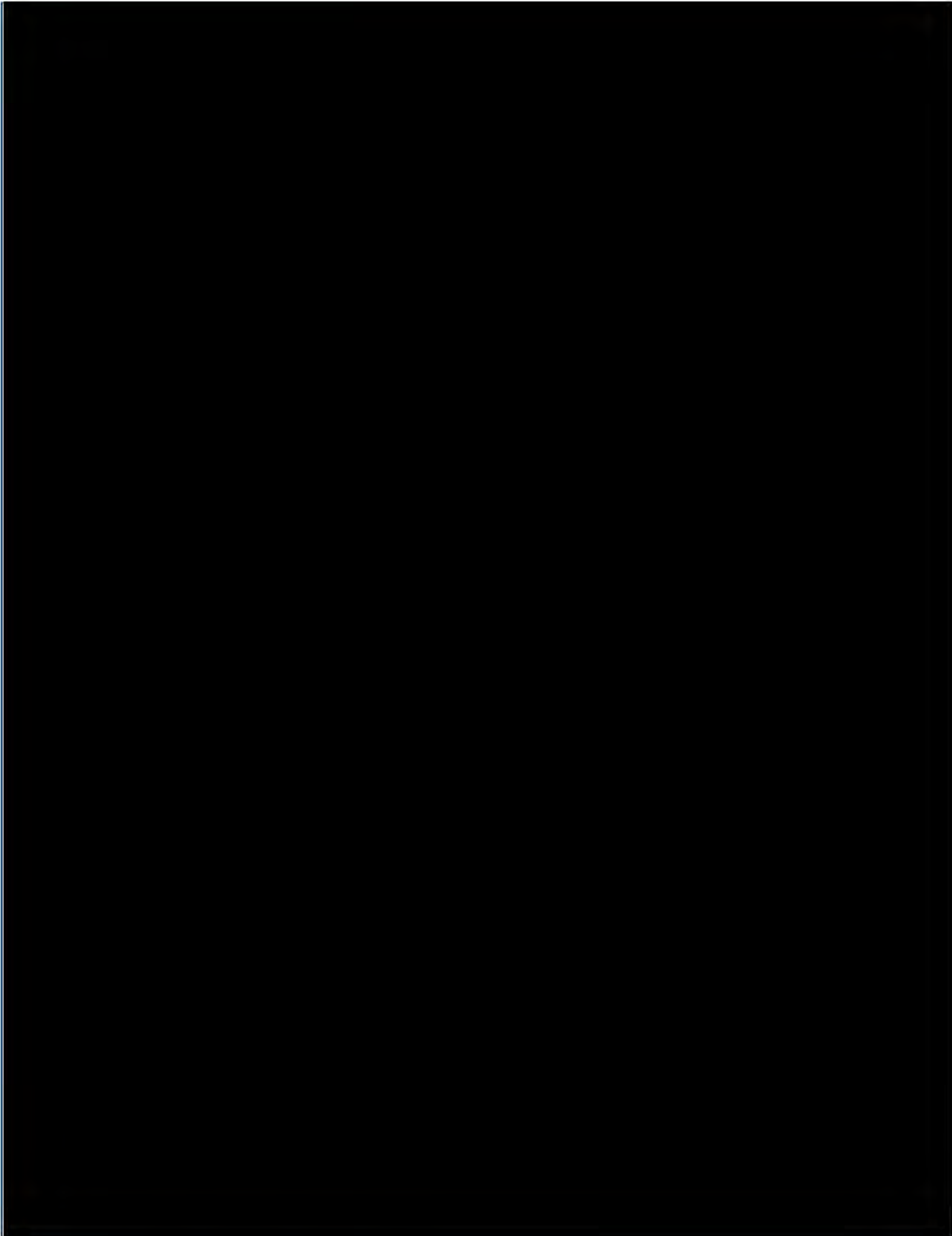


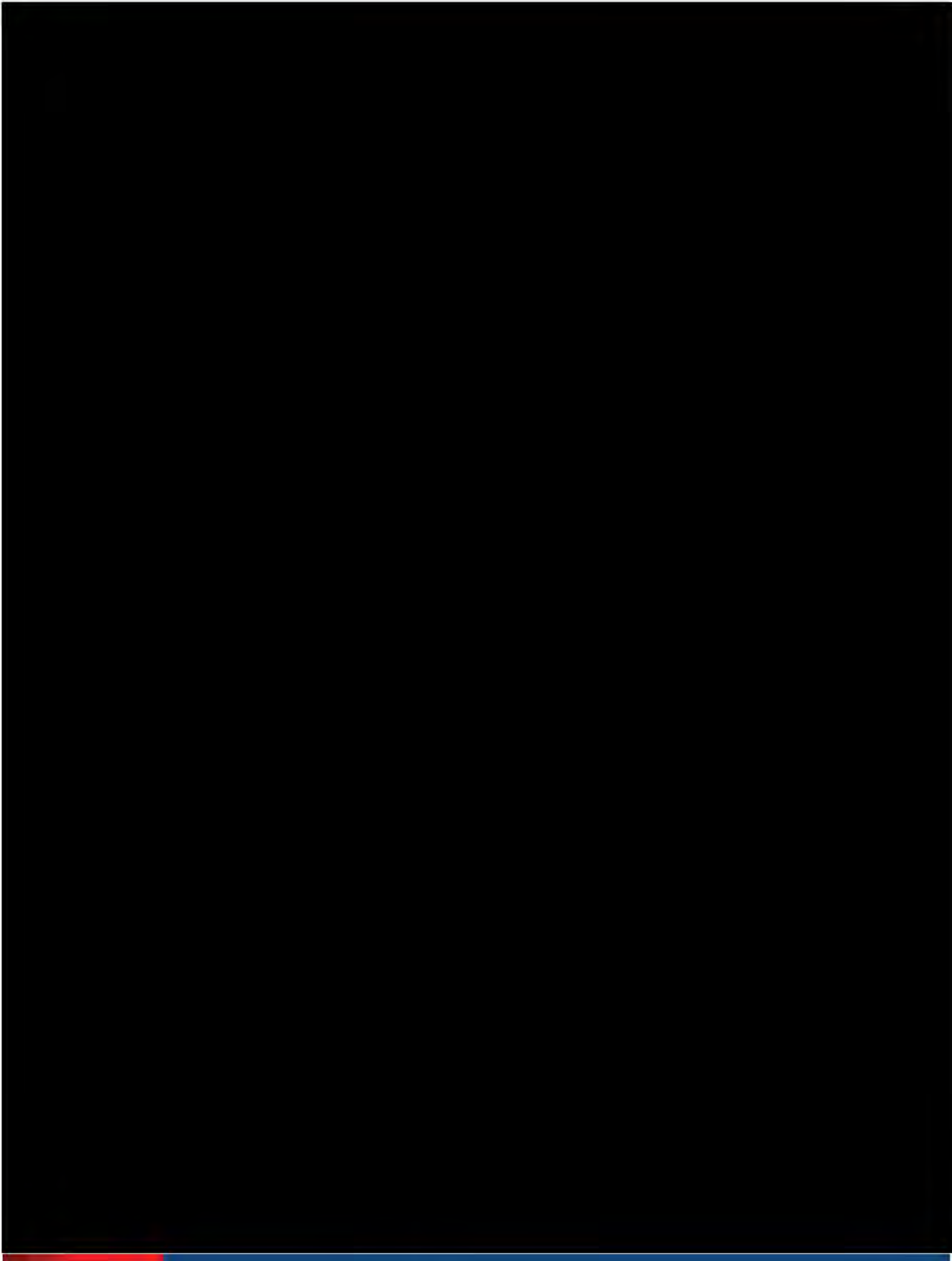


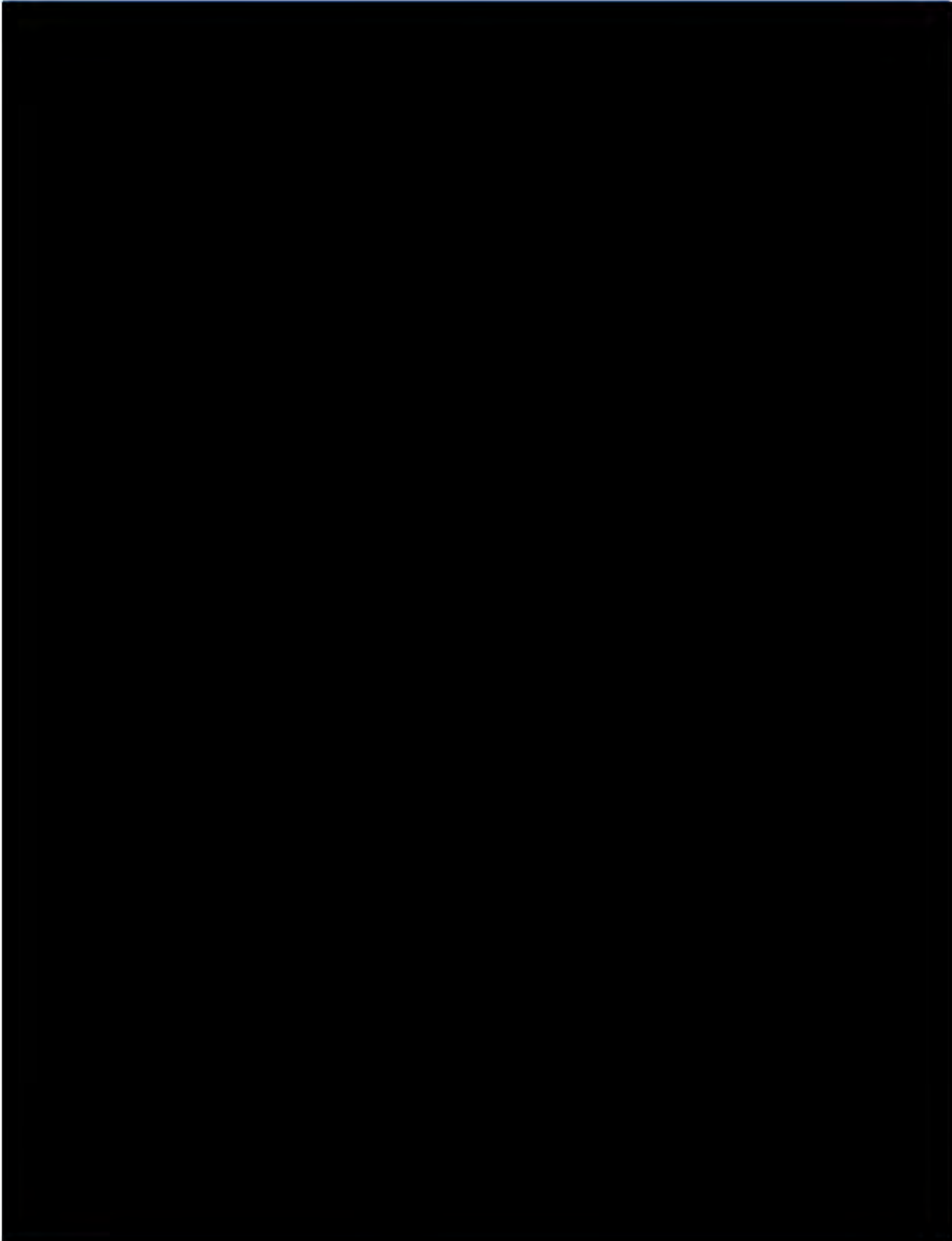


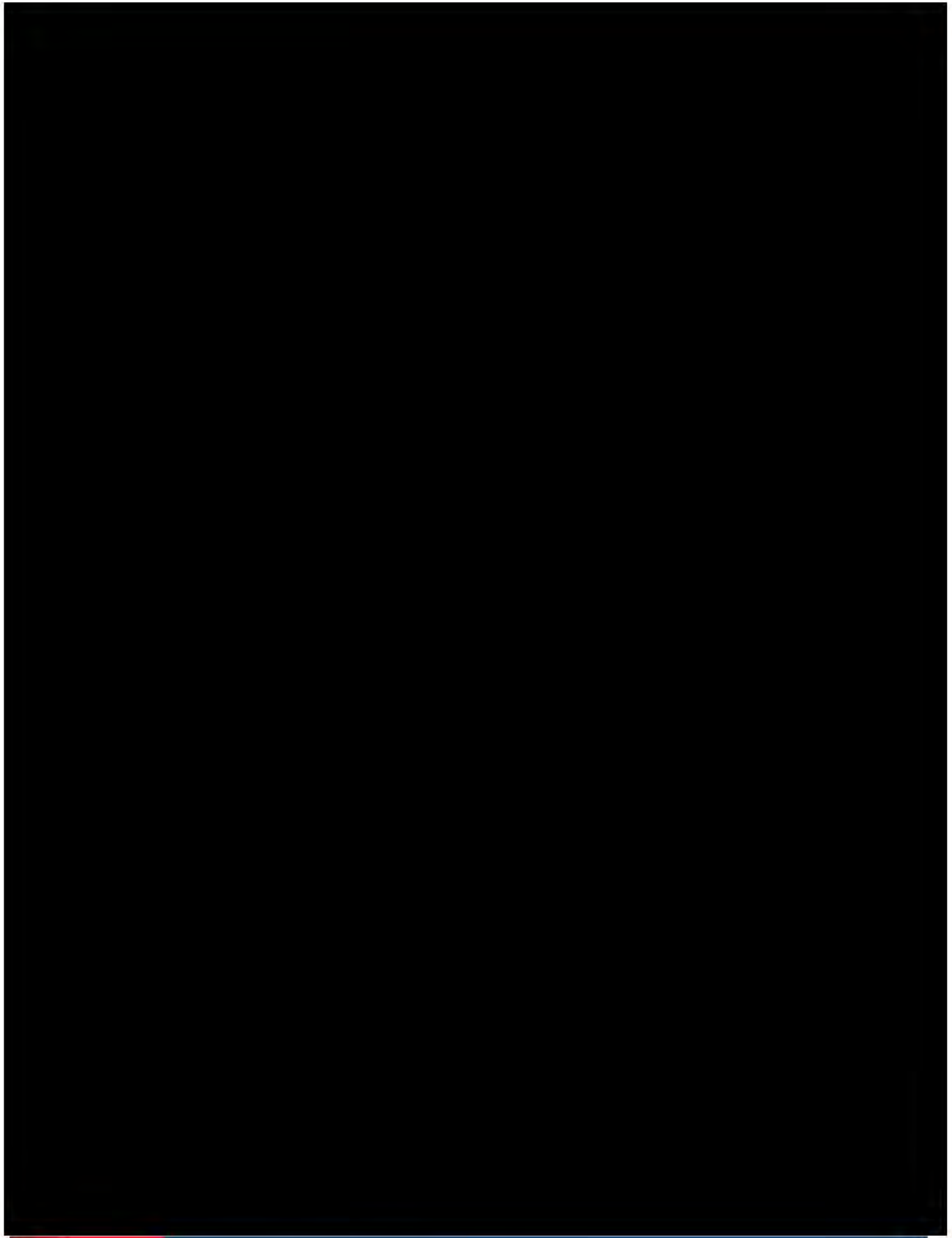


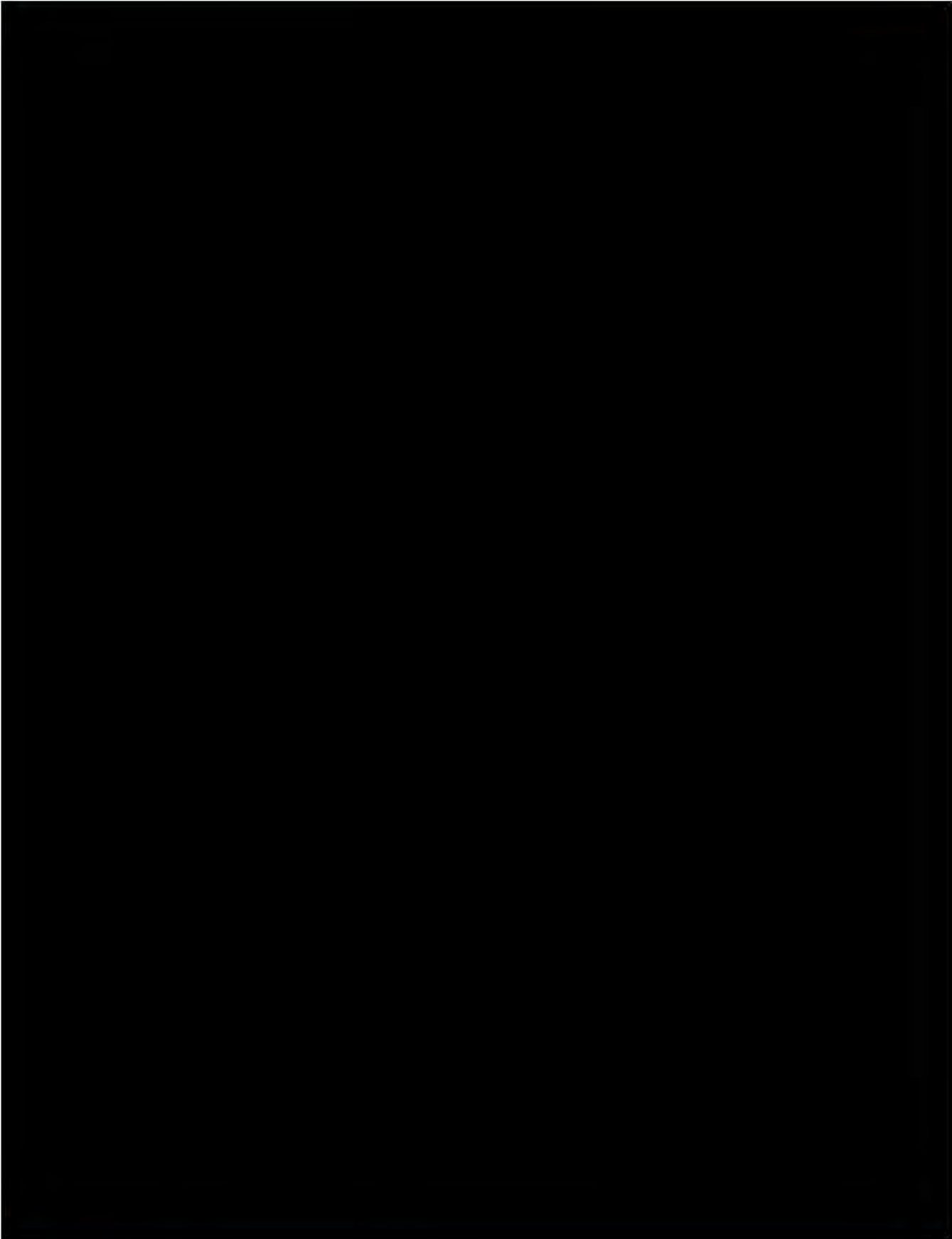


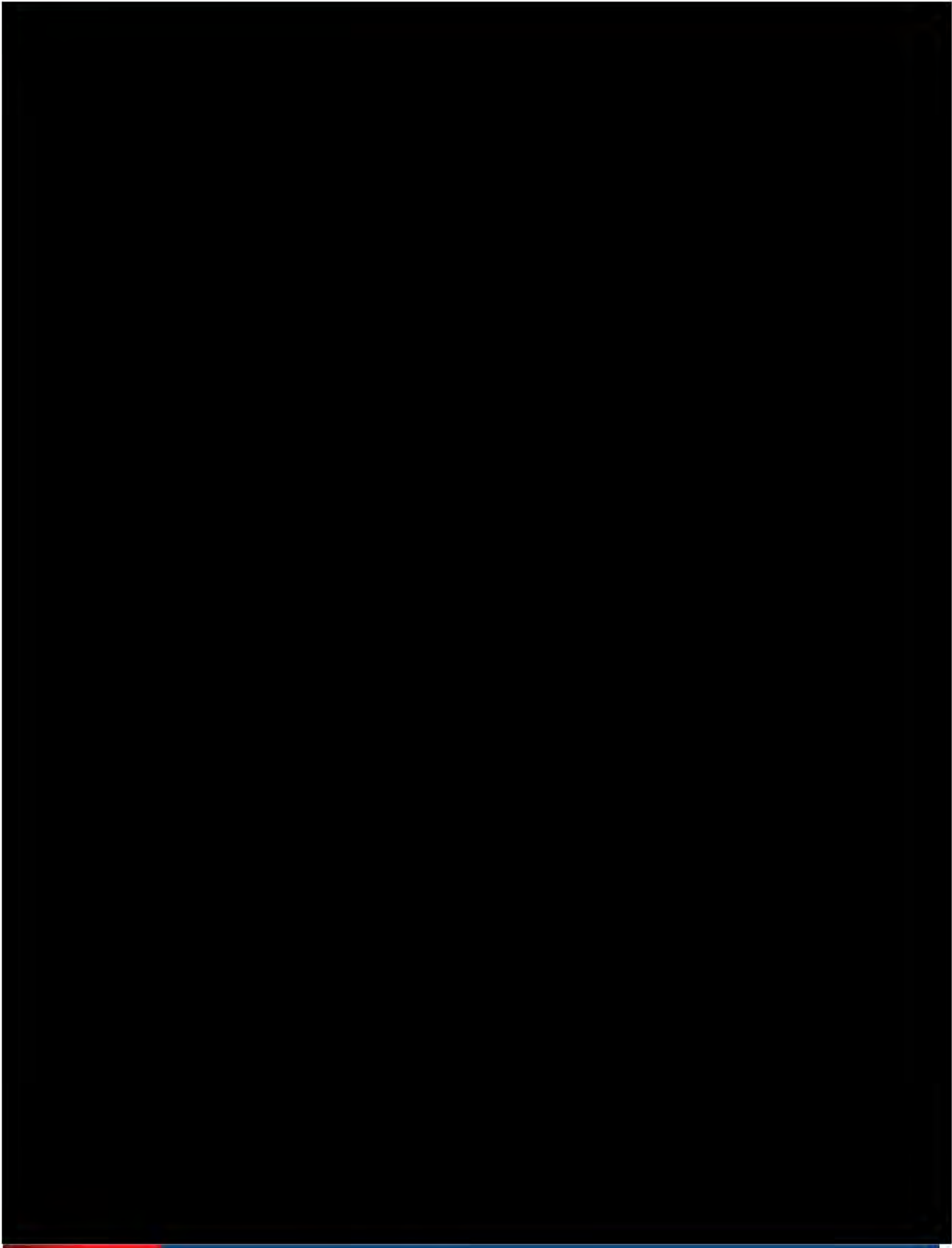


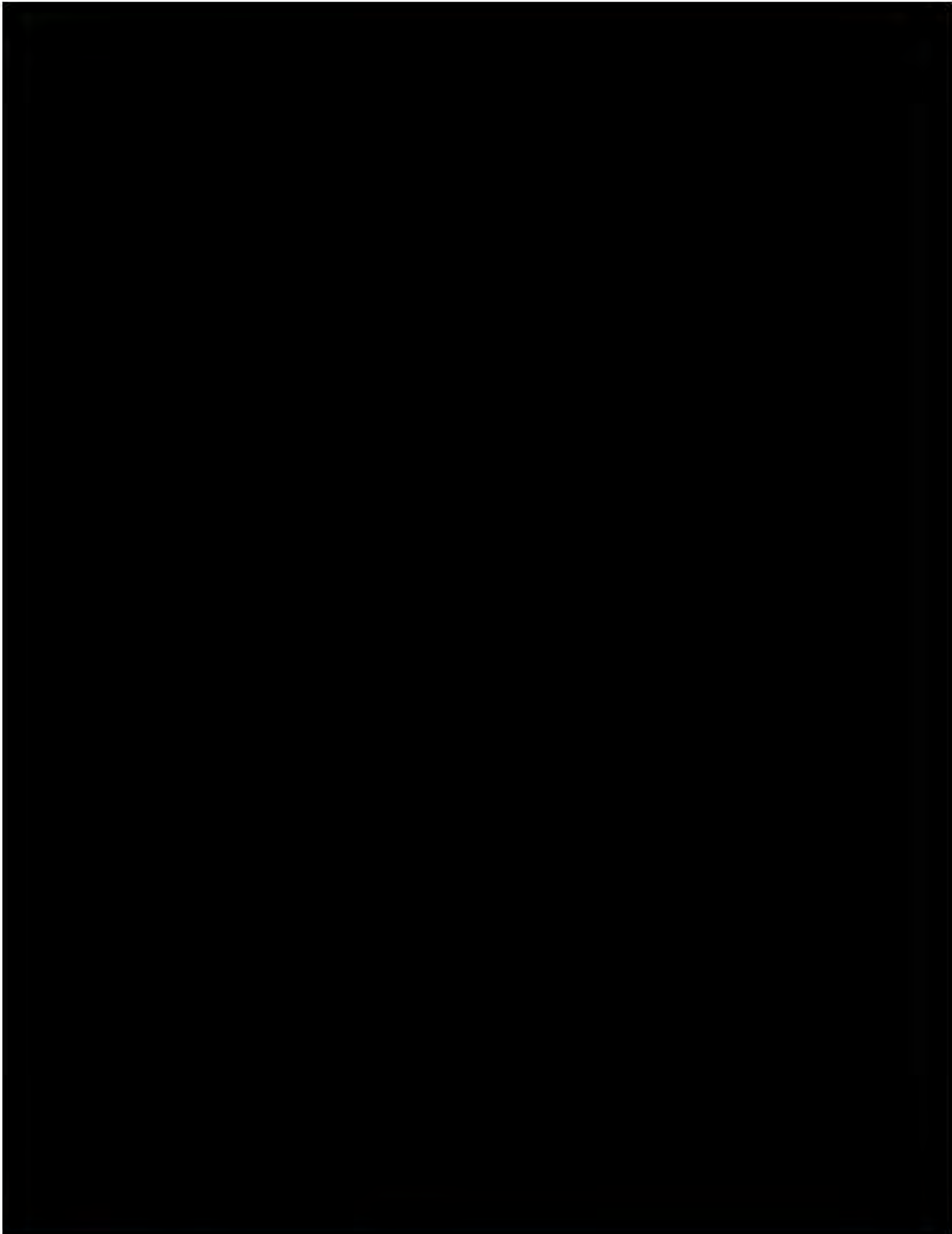












Snow Leopard

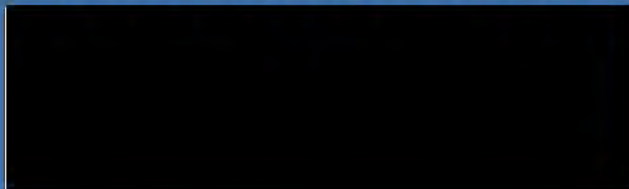
SNOW LEOPARD® 2 / CRYSTAL PHOENIX®



DUAL SCREEN ONLY



FEATURING DAZZLING RED CRYSTAL CLUSTER PROGRESSIVES!



Bonus Features:

- Free Spins Bonus
- Progressive Feature

Snow Leopard® 2 and *Crystal Phoenix®* are the latest games in the Crystal Cluster series featuring the player-favorite Progressive Feature, where clusters of Red Crystals on the reels during the base game can add up to award credit prizes, or at max bet, one of five progressive jackpots! Both games also feature a Free Spins Bonus that can award up to 50 Free Spins with a credit prize.

Firey Hot Jackpots

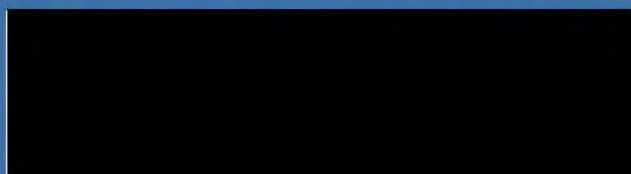
**FIERY HOT JACKPOTS™ – SILVER STALLION® /
GOLDEN INDIA™**



DUAL SCREEN ONLY

FIERY HOT JACKPOTS™

STEP INTO THE ACTION!



Bonus Features:

- Free Games Feature
- Wheel Feature
- *Action Spins™* Feature

Fiery Hot Jackpots™ features the new *Action Spins™* mechanic, a unique feature where the size of the triggers determines the size of the award. Players are awarded 5 spins of an unweighted wheel, which offers true gambler odds of a 1 in 6 chance in hitting any segment of the wheel. The wheel can award credit prizes or more *Action Spins!*

Blazing Hot Celebrations

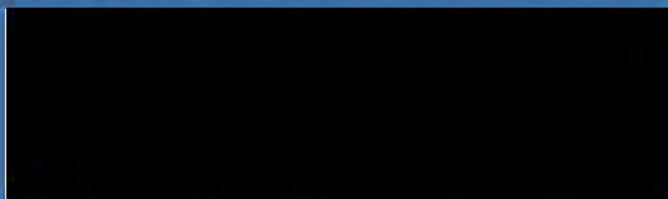
BLAZING HOT CELEBRATIONS®



DUAL SCREEN ONLY



IT'S PARTY TIME, COMPLETE WITH FIREWORKS AND JACKPOTS!



Bonus Features:

- Free Games Feature
- Multiplier Feature

This festive game includes a Wild Multiplier Feature in the base game where for each *Blazing Hot Celebrations* symbol that is part of a winning combination, the win is multiplied by two! There is also a Free Games Feature where up to 50 free games can be won, and during the feature, more free games can be awarded.

Precious Pearl

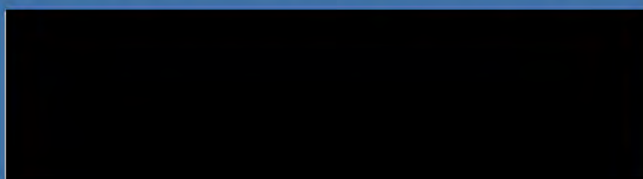
PRECIOUS PEARL™ / GYPSY RICHES™



DUAL SCREEN ONLY



SPIN FOR GOLDEN REWARDS!



Bonus Features:

- *Gold Spins™* Feature
- Free Games Feature

Spin the reels for a dazzling *Gold Spins™* Feature. Three or more Bonus symbols awards eight free spins, where Pearls and Crystal Balls display a credit prize that when part of a winning combination is added to the Golden Bonus meter. At the end of the Bonus, three *Gold Spins* are awarded where each Golden Pearl or Crystal Ball that lands on the reels awards the total amount in the Golden Bonus meter.

Monopoly Hotel Tycoon

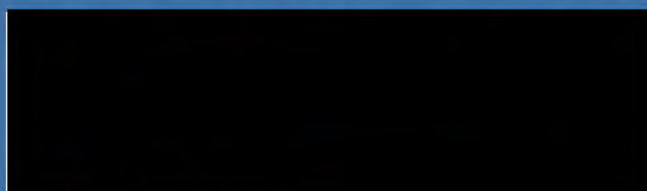
MONOPOLY HOTEL TYCOON



DUAL SCREEN ONLY



COLLECT HOTELS FOR BONUSES!

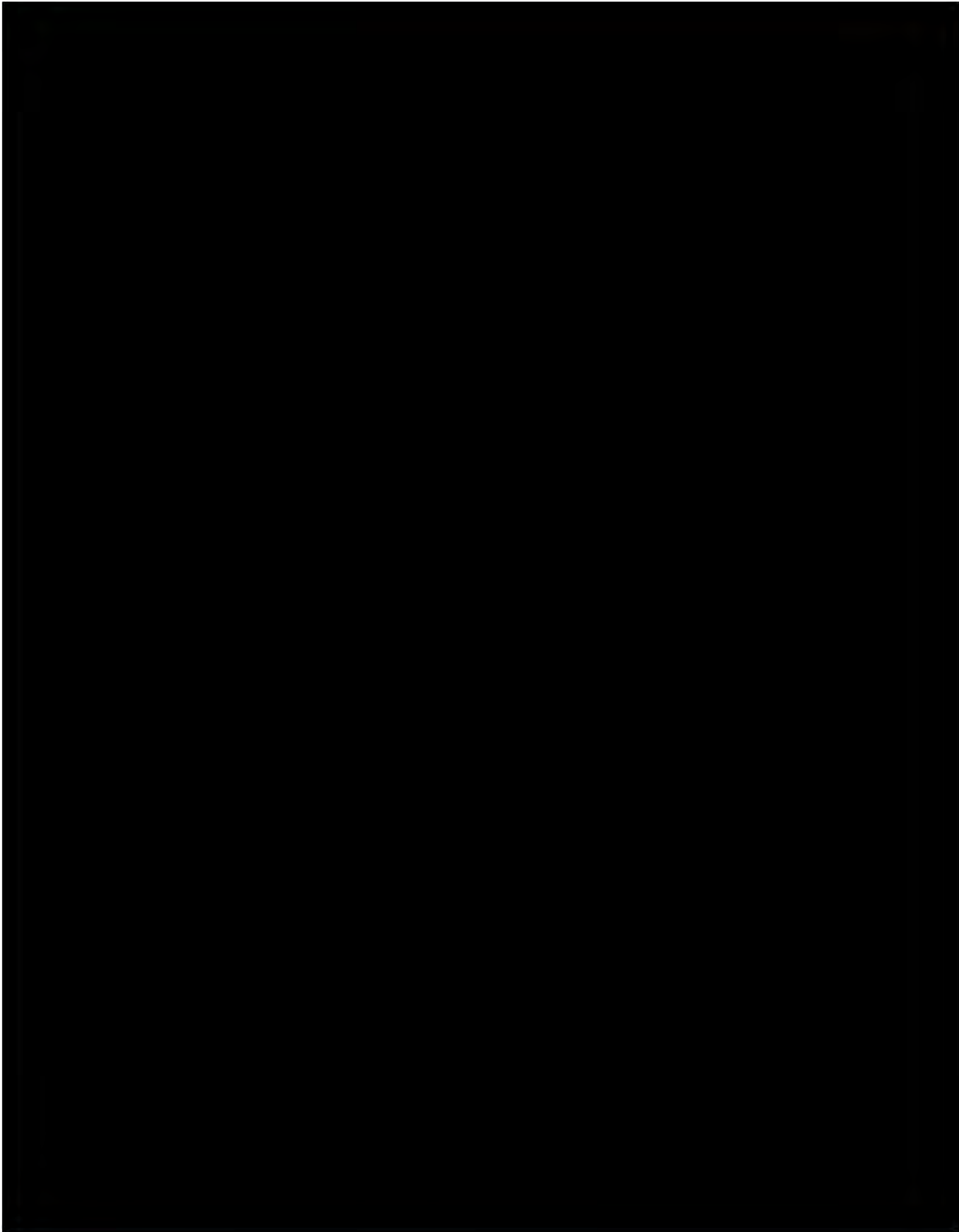


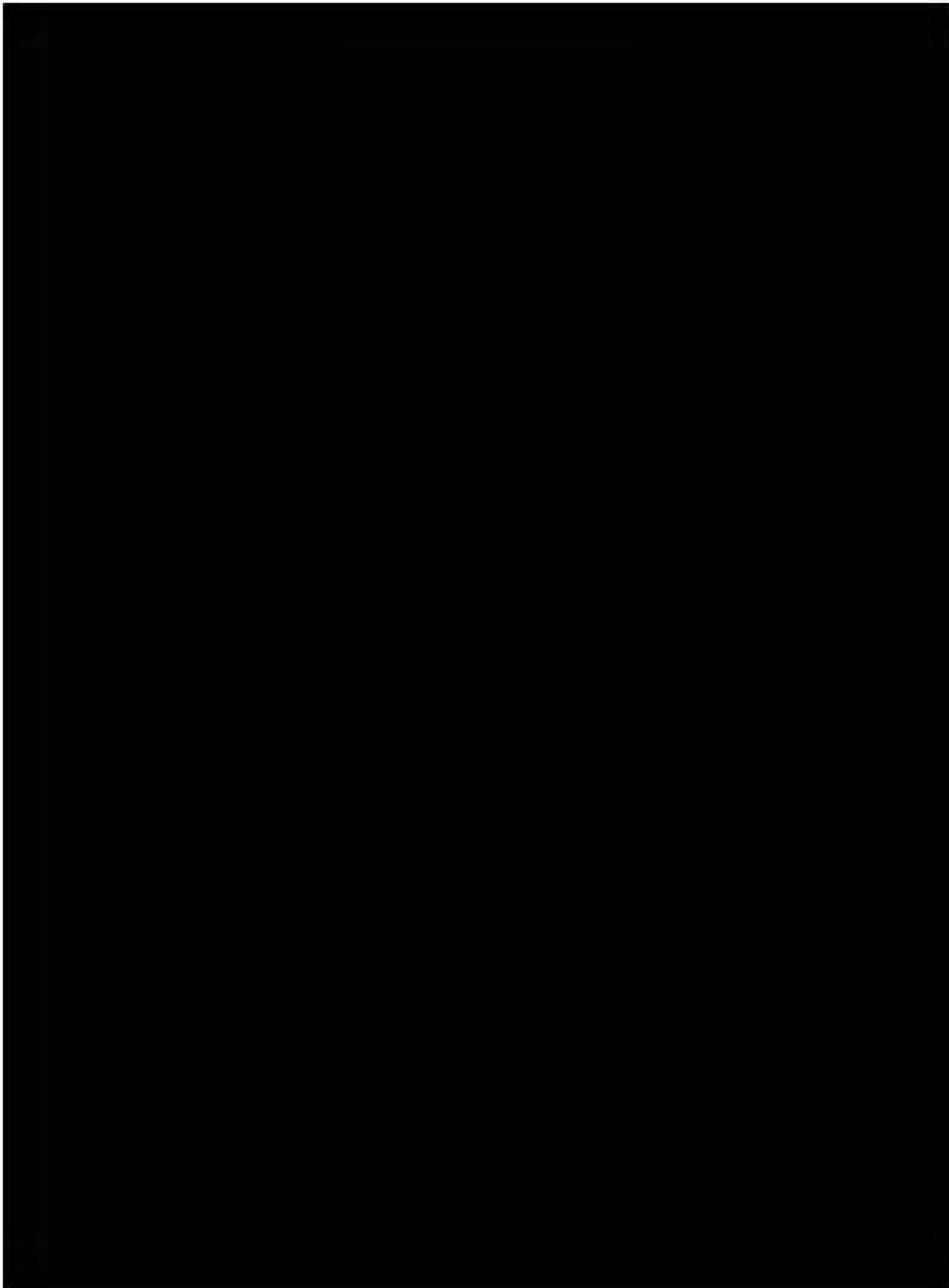
Bonus Features:

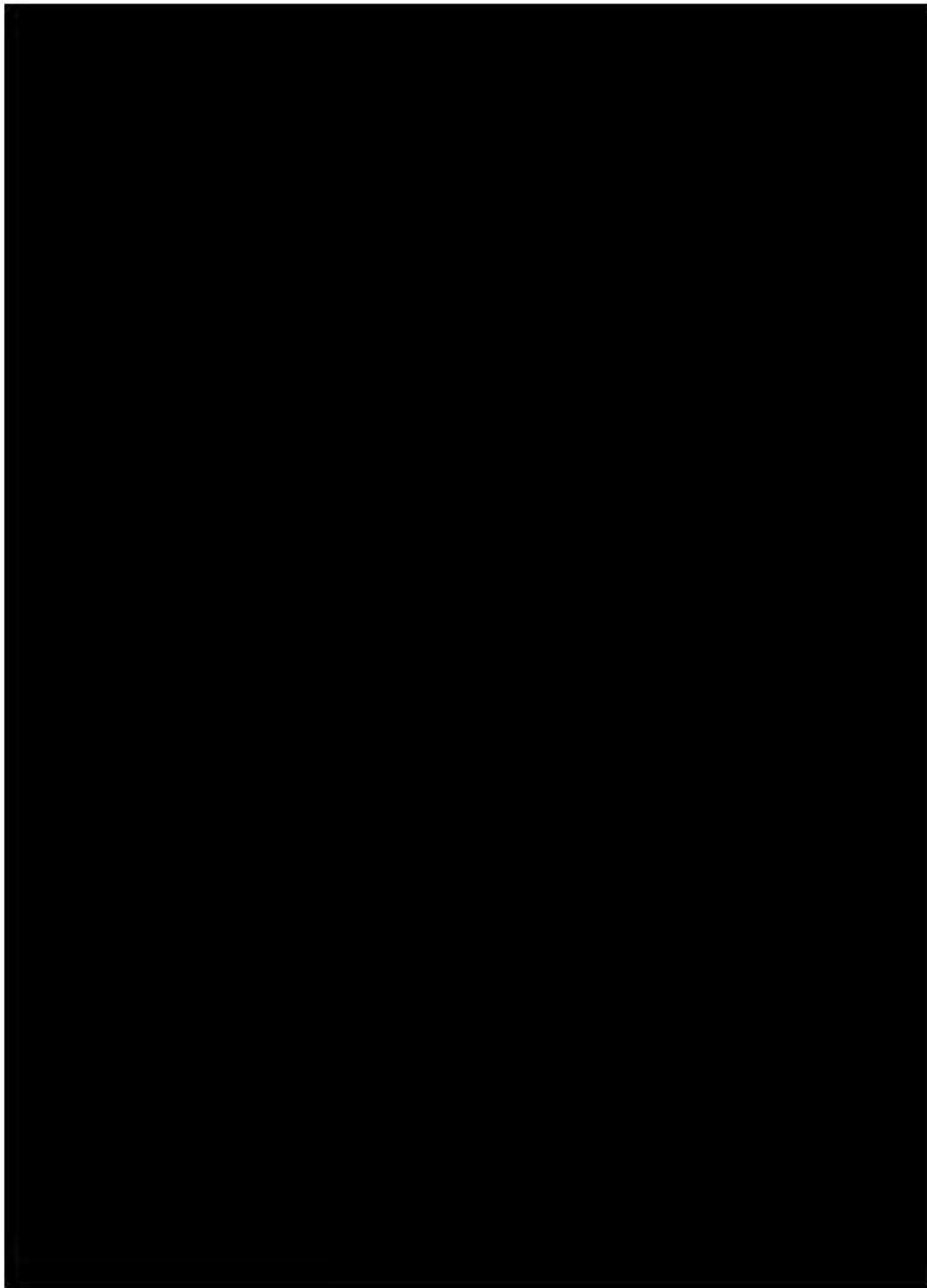
- *Mega Stacks™* Feature
- Free Games Feature
- Chance Feature
- Wheel Feature

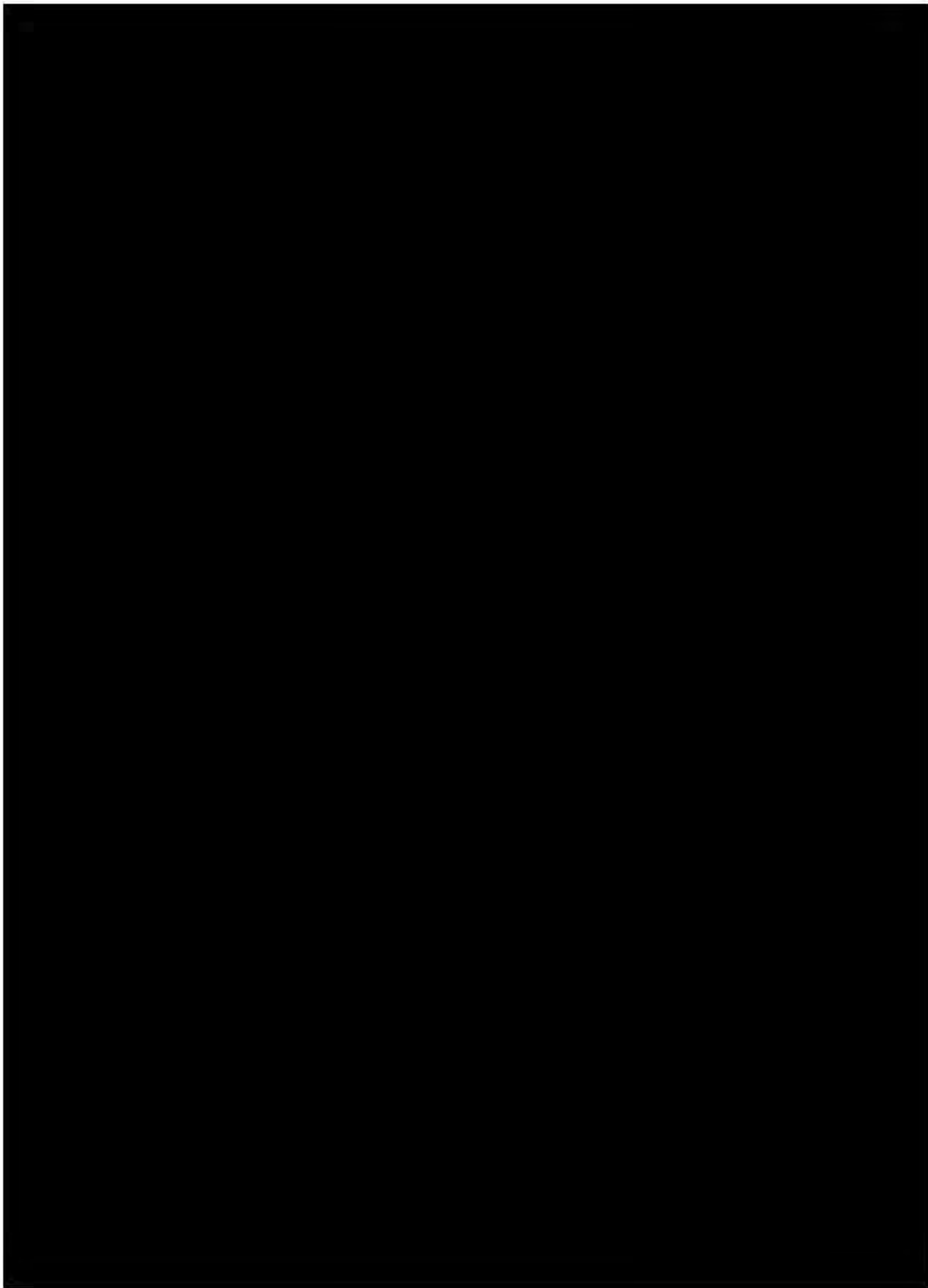
Spin to become a wealthy hotel tycoon! Six or more Hotel or House prize symbols triggers the *Mega Stacks™* Feature. The sum of the prizes displayed creates the Free Parking Bonus, which is awarded along with Free Spins. During the Free Spins, each Free Parking symbol awards the Free Parking Bonus! There is also a Wheel Feature that can award credits prizes, jackpots, a Chance pick feature, or Free Spins with a Free Parking Bonus!

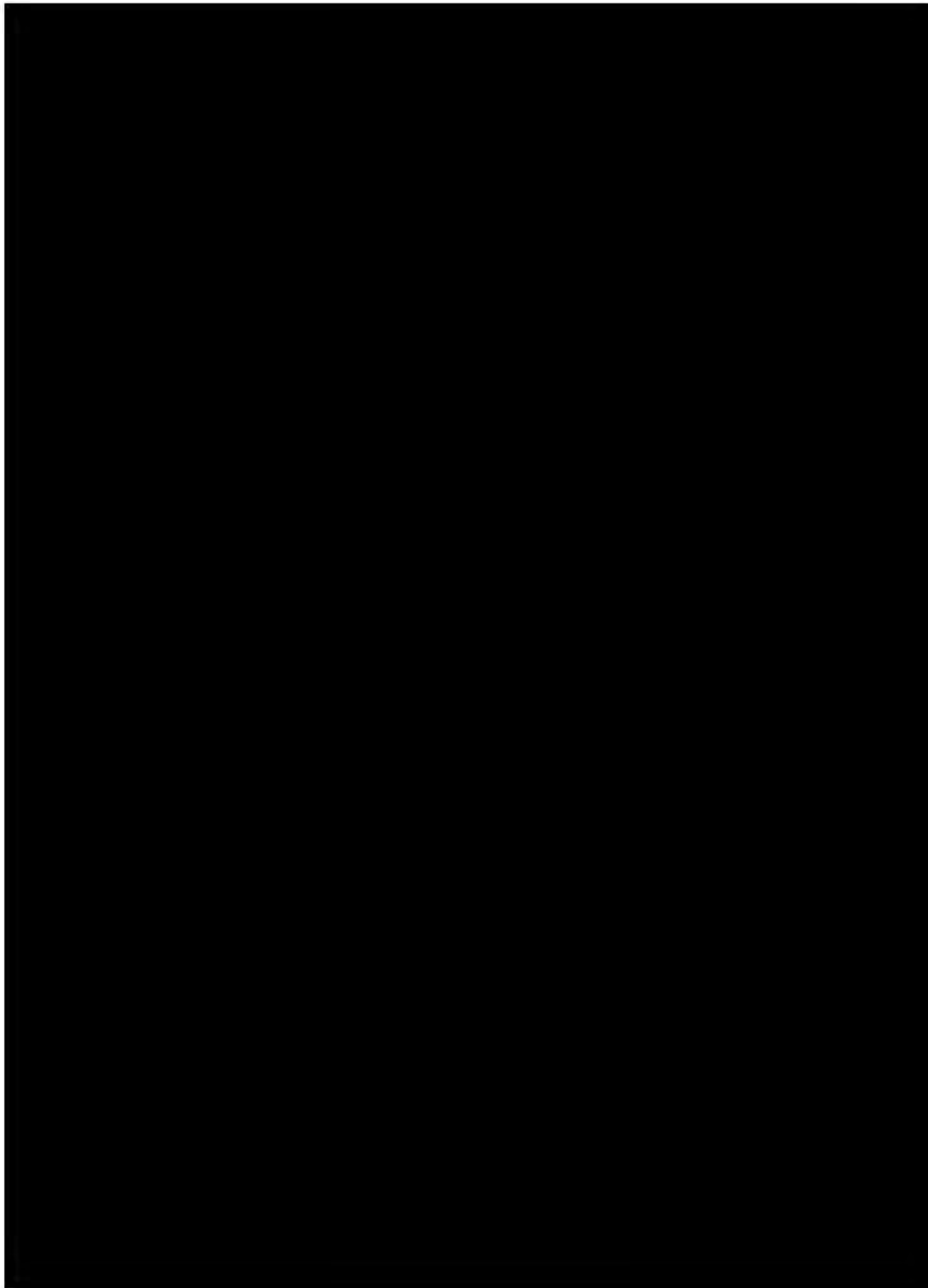
The MONOPOLY name and logo, the distinctive design of the game board, the four corner squares, the MR. MONOPOLY name and character, as well as each of the distinctive elements of the board, cards, and the playing pieces are trademarks of Hasbro for its property, trading game and game equipment and are used with permission. © 2021 Hasbro. All Rights Reserved. Licensed by Hasbro.

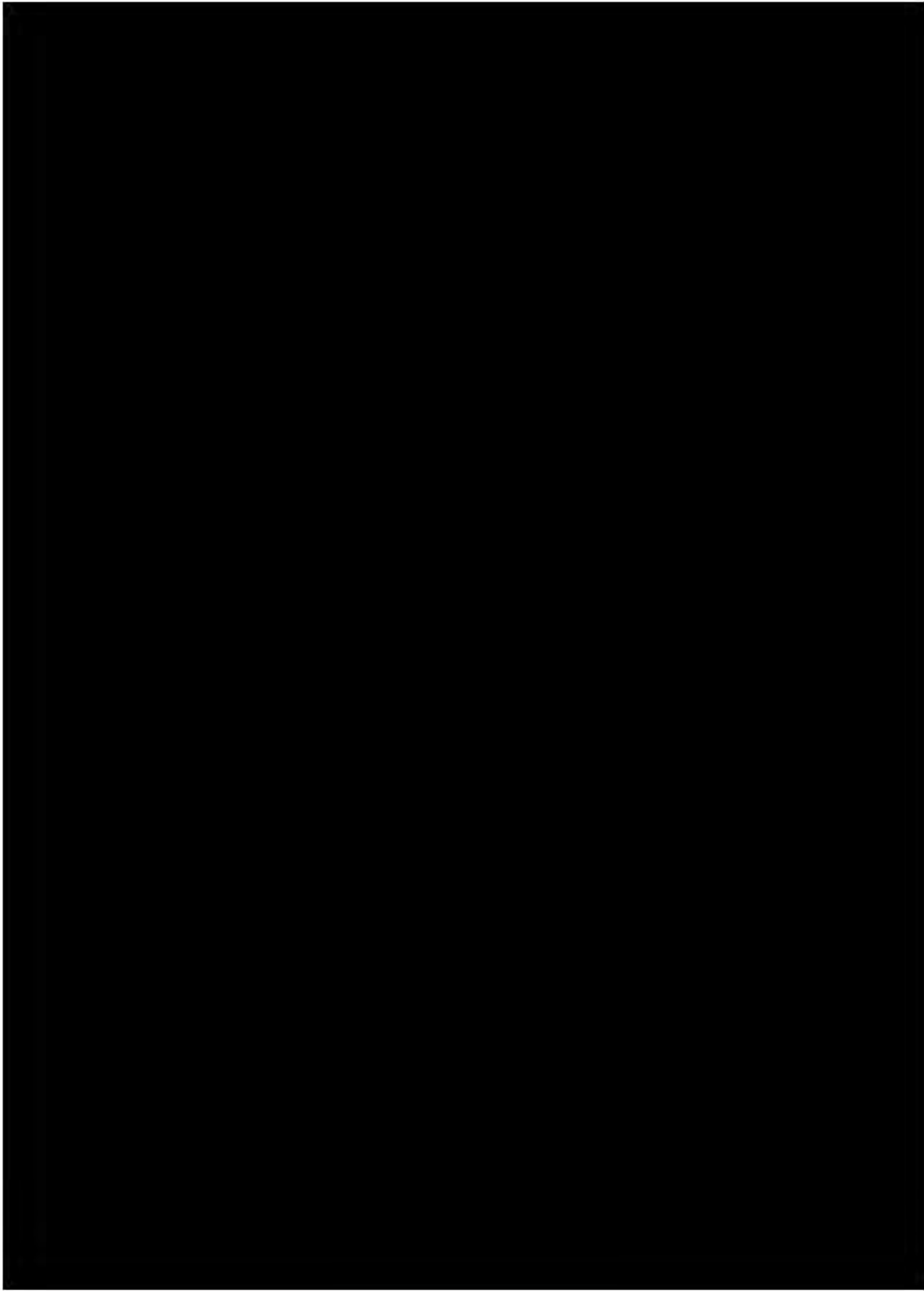


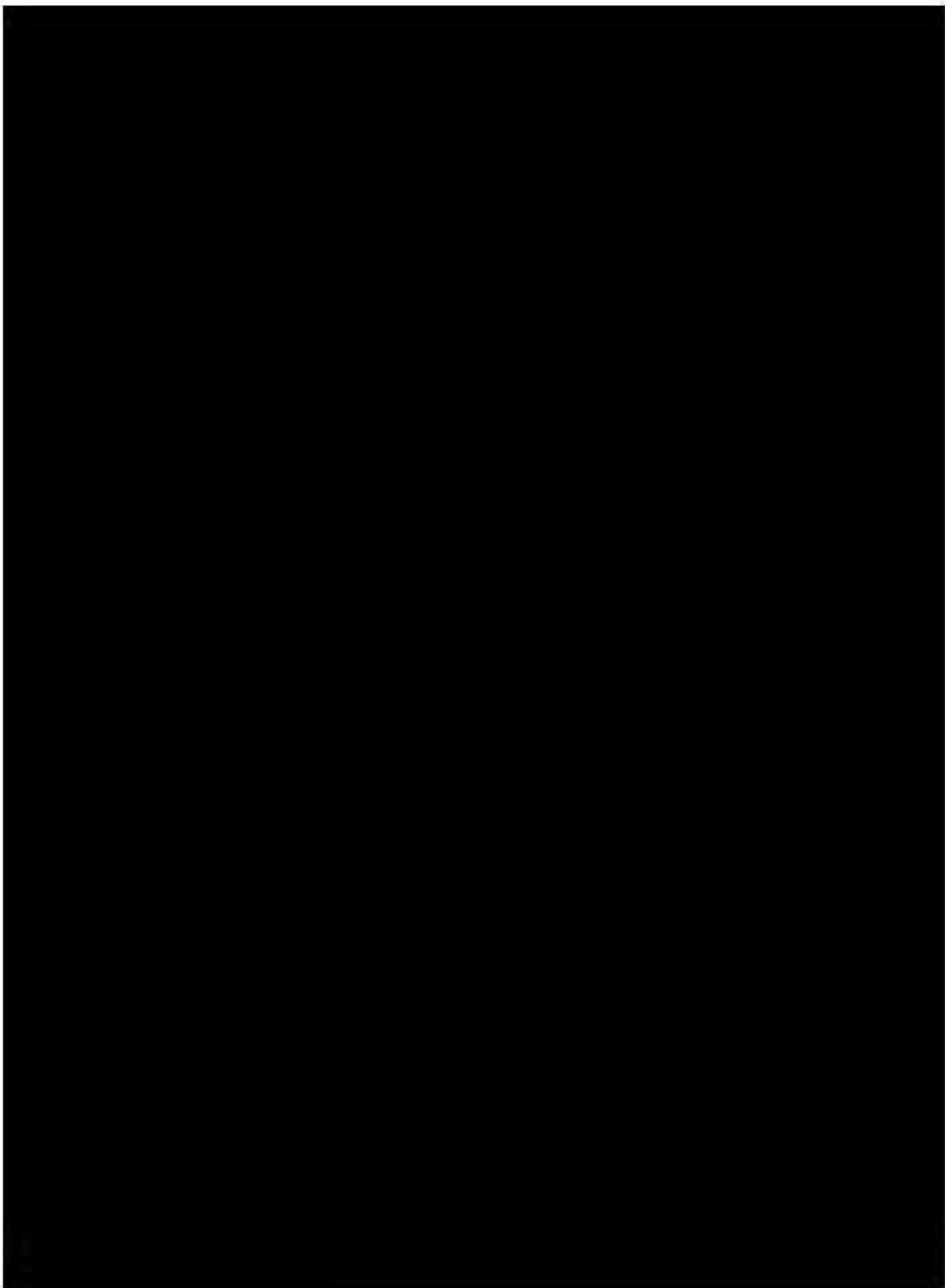


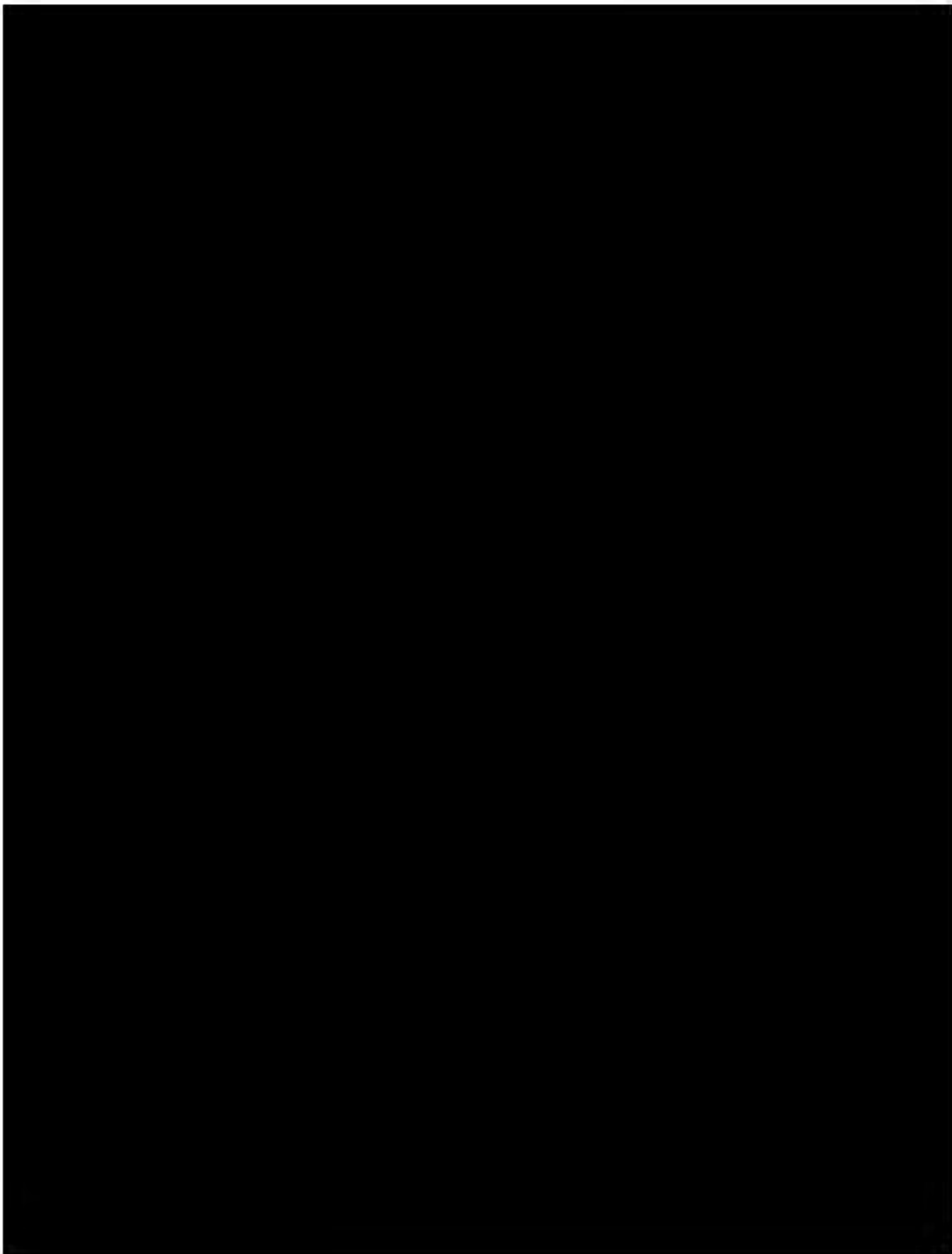


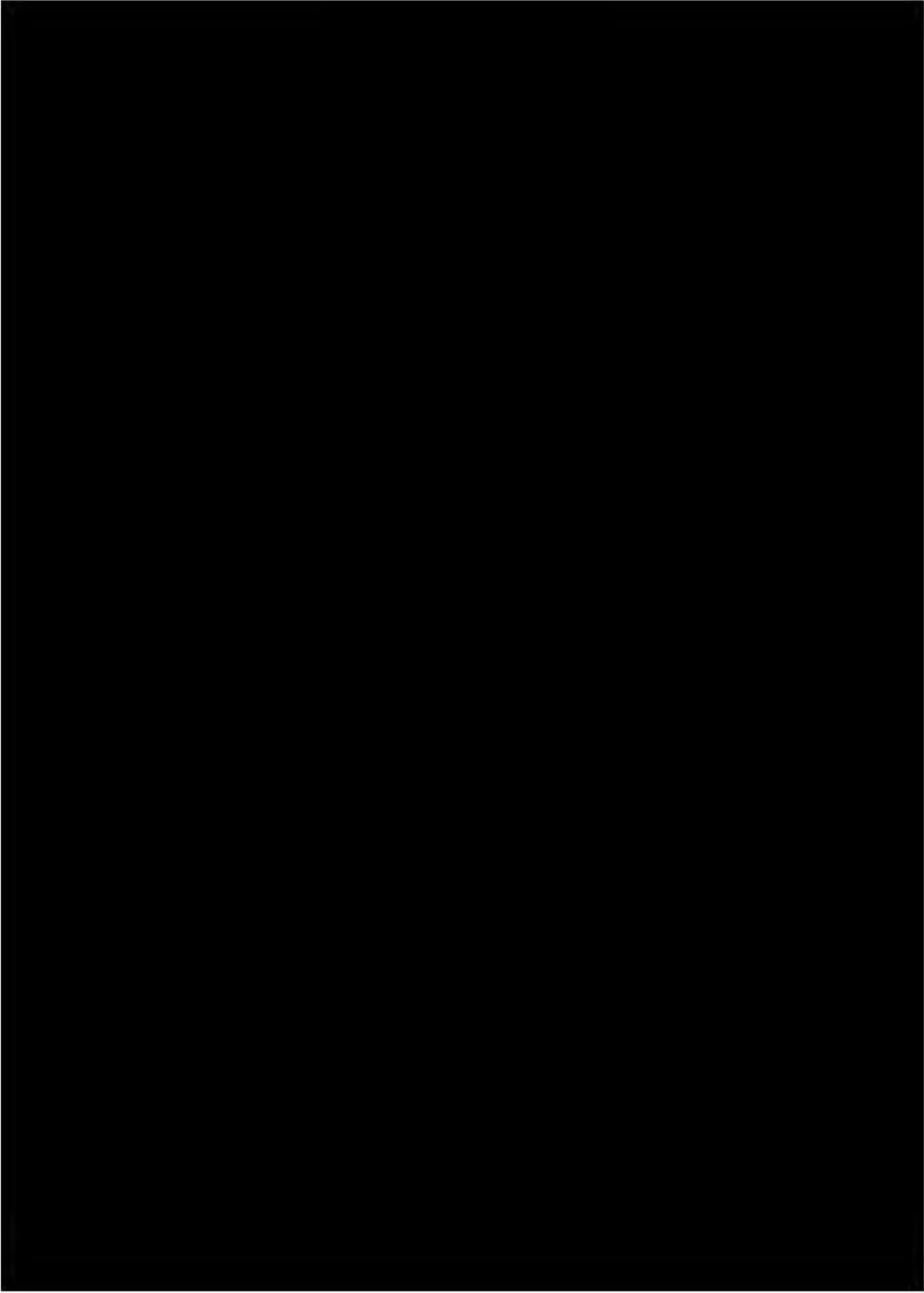


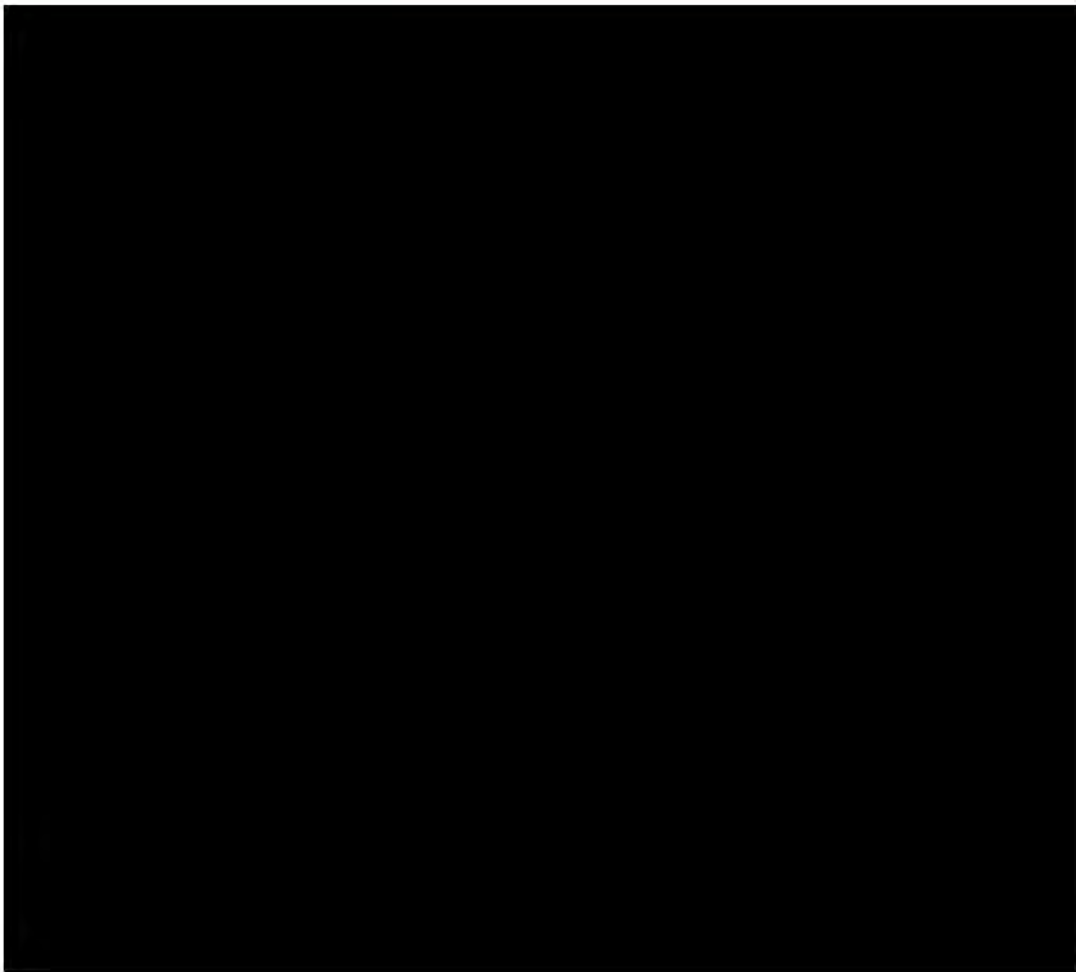












Part 2 – Base Price ETG Games

All ETG games are subject to current agreements with facilities regarding pricing and are included in Appendix A: *Additional Options Pricing Revision 03/2021*.

SG plans to renew the catalog throughout the life of the contract on periodic intervals and will provide updates as new games and options are available. In addition, contents and other options may change as new catalog revisions are introduced.

Part 3 – Base Price Cabinet and Accessories

All hardware listed in this section is available at the base pricing submitted to the Commission as part of the RFP and incur no additional fees or up-charges on the part of the facility. SG plans to renew the catalog throughout the life of the contract on periodic intervals and will provide updates as new hardware and options are available. In addition, contents and other options may change as new catalog revisions are introduced.

Cabinet Hardware

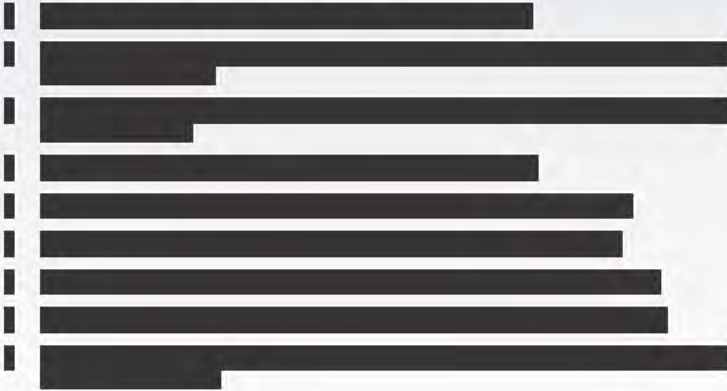
Item	Details	Price
TwinStar 24/24	Configured with standard laminate, topper, 1000 note acceptor, 950 printer	Included in base pricing
TwinStar J43	Configured with standard laminate, topper, 1000 note acceptor, 950 printer	Included in base pricing
TwinStar RM	Configured with standard laminate, topper, 1000 note acceptor, 950 printer	Included in base pricing

TwinStar

TWINSTAR™ J43 VIDEO 

Scientific Games showcases the newest addition to the TwinStar product line! The TwinStar J43 is a portrait monitor presentation from the company that pioneered this proven industry performer. Best in class hardware with a J curve 4K monitor, sleek new styling, and an eye-catching lighting package make Twinstar J43 a standout on any casino floor.

- 43" J curve monitor for improved player viewing.
- Stunning 4K monitor resolution for eye-popping game graphics.
- USB power plug for charging mobile devices.



TwinStar

TWINSTAR™ VIDEO **SG**

Scientific Games brings together some of the gaming industries' strongest brands, offering a single cabinet platform with diverse content streams from Bally, WMS, and High Five Games! Best in class hardware with unique features, sleek new styling, and an eye-catching lighting package make Twinstar™ the clear choice for operators everywhere.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- Optional USB charging port for mobile devices.
- Combined bill-in and ticket-out path simplifies player interaction.
- Super Candle provides custom lighting sequences that stand out on busy casino floors.
- Strategically located space for player tracking systems.



TwinStar 3RM

TWINSTAR™ 3RM STEPPER



Scientific Games brings together two of the gaming industries' strongest brands, offering a single stepper cabinet platform with diverse content streams from Bally and WMS! Best in class hardware with unique features, sleek new styling, and an eye-catching lighting package make Twinstar™ 3RM the clear choice for operators everywhere.

[Redacted text block]

- Combined bill-in and ticket-out path simplifies player interaction.
- Super Candle provides custom lighting sequences that stand out on busy casino floors.
- Strategically located space for player tracking systems.



All hardware listed in this section is available at the base pricing submitted to the Commission as part of the RFP and incur no additional fees or upcharges on the part of the facility. SG plans to renew the catalog throughout the life of the contract on periodic intervals and will provide updates as new hardware and options are available. In addition, contents and other options may change as new catalog revisions are introduced.

The following cabinet accessories table applies only to new cabinet orders placed under the new contract. For any cabinet already installed on the floor, please refer to the additional options pricing appendix for pricing on accessories.

Cabinet accessories

Item	Details	Price
Laminates	Standard Laminate	Included in base pricing
Bill validator – JCM UBA	Includes 1000 Note Cash Box if specified	Included in base pricing
Bill validator – JCM iVizion	Includes 1000 Note ICB if specified	Included in base pricing
Printer – Ithaca 950	Includes dual port support if specified.	Included in base pricing
Toppers	All cabinets include toppers as standard	Included in base pricing
Chairs	Sled and standalone chairs available, Model is Gary Platt Monaco, with black fabric. Facilities may request an equivalent chair.	Included in base pricing
Stand Metal, all heights, Anti-Tip w/Sled 219300-Cxxxx	Anti-tip stands sled option, various heights available	Included in base pricing
Metal, Anti-Tip 219002-6xxxx	Anti-tip stands no sled option, various heights available	Included in base pricing

Monaco chair four-leg base



Monaco chair fixed pedestal base

MONACO
Aluminum Fixed Pedestal Base



Specifications

Base Finish: Powder Coat Cardinal Black
Seat Height: 22"
UPH Fabric: Absecon Sherpa Black
Footrest: Ring w/ Curved Spokes
Swivel: 210°

GARY PLATT
UNSURPASSED COMFORT

Monaco chair aluminum sled base

MONACO
Aluminum Sled Base



Specifications

Base Finish: Anodized Clear
Seat Height: 20"
UPH Fabric: Absecon Sherpa Black
Swivel: 216°
Bracket: Locking Latch Block

GARY PLATT
UNSURPASSED COMFORT



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