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RESPONSE TO

State of West Virginia

West Virginia Lottery Commission



REQUEST FOR QUOTE

RFQ # LOT498



October 22, 2012

Connie Oswald
State of West Virginia
Department of Administration - Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Ms. Oswald and Lottery,

Thank you for including WhiteSand Gaming in the solicitation of proposals for the West Virginia Lottery search for Gaming Consultants. The enclosed proposal is WhiteSand Consulting's response to your RFQ # LOT498 Gaming Consulting Services. We believe this proposal demonstrates our understanding of the background and objectives of the lottery, and describes our experience, engagement staffing, client references, approach and methodology, and experience to complete any assigned project or task.

We believe WhiteSand is extremely well qualified to assist the West Virginia Lottery with our background and experience with commercial casinos, tribal gaming and lotteries. WhiteSand also has years of experience with Class II and Class III gaming machines from an operational as well as regulatory perspective. Over the past six years, WhiteSand has also supported the lotteries at Maryland, Idaho, Ohio, Arkansas, and the District of Columbia as they successfully undertook their efforts to implement their next generation of operations and technology. WhiteSand was instrumental in helping these lotteries redefine, refine, and reinforce many of its operating approaches to the lottery market in part of or across the entirety of their acquisition and implementation life cycle.

With the experienced WhiteSand personnel in support of the Lottery's team, we would expect similar successful results with the goal of returning maximum financial returns to the people and the state of West Virginia. We would expect this because our projects have a track record of helping our clients achieve those kinds of results. WhiteSand, through its proposal, commits to providing the services required by the Lottery in their RFP. As part of its proposal, WhiteSand agrees to abide by the terms and conditions of the contract that would result from this RFP.

Our team is excited about this opportunity to work with the West Virginia Lottery. Please do not hesitate to contact me to discuss any questions you may have about WhiteSand Consulting or this response. We would be happy to discuss with you any questions you might have about WhiteSand's experience and qualifications or approach for the West Virginia Lottery. I may be reached directly at (609) 501-3374 or via email at JNickerson@WhiteSandGaming.com.

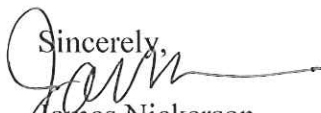
Sincerely,

James Nickerson
Director

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Background

The state of West Virginia and its agency the West Virginia Lottery Commission request a quote for an open-end contract to provide a gaming consultant that can provide a range of services and technical assistance required in acquiring traditional and video lottery central computer systems through a multi-disciplinary approach from an unbiased, objective, and independent position per the specifications contained in the RFQ.

Overview of Our Proposal and Capabilities

WhiteSand Consulting (“WhiteSand”) is a professional services firm that provides strategy, operations, and technology consulting to Lottery, Gaming, and Regulatory clients in jurisdictions around the world. Our consultants have extensive experience working with both state agencies and corporations and regularly provide the type of services outlined in the West Virginia Lottery (“Lottery”) Request for Proposals # LOT498.

Founded in 2001 by former partners and directors of “Big Six” consulting firms, WhiteSand targeted delivery of those same services to the gaming and hospitality industries on a more “value oriented” basis. The experience, skills, and knowledge that WhiteSand Consulting provides to our client base are comprehensive. Many of our team members have been providing business improvement and technology consulting services to gaming companies for over twenty years. For the past several years, WhiteSand team members have provided business improvement analysis, package selection, procurement and implementation, testing, installation and advisement services to state lottery organizations across the United States including Maryland, Ohio, Arkansas, the District of Columbia, and Idaho. Our team members will provide a best of breed approach for this project by combining resources with extensive gaming experience and consultants that possess lottery specific operations and technology knowledge.

We are confident in our ability to assist the Lottery in whatever means determined. WhiteSand’s familiarity with the on-line lottery system selection and implementation process comes from years of working with lottery agencies in the United States. Our team members have provided services similar to those in the West Virginia RFP to our clients, including:

- RFI Presentations
- Developing RFP
- Reviewing and Providing Recommendations to RFP
- Evaluating RFP Proposals
- Benchmarking Proposed Systems
- Acceptance Testing
- Optional Services – Lottery Discretion

Over the past several years, we have worked with multiple lottery operations in various jurisdictions specifically assisting with the review, selection, and installation of lottery operational and management systems. WhiteSand worked closely with the lotteries and the selected system vendors so that the needs of State are addressed appropriately. We provided design and installation plans, project management, and comprehensive testing services. WhiteSand specifically worked with the states of Pennsylvania and Maryland with their implementation of a central monitoring system, PA from the operational side and MD from the regulatory side.

WhiteSand's consulting services, especially when related to new system implementations, have also included the development and review of internal controls, policies and procedures, and accounting practices. WhiteSand is honored to have the opportunity to be part of West Virginia's team working toward the successful advancement of the Lottery's system and operational capabilities.

WhiteSand Consulting was founded in 2001. It originated as a "spin off" of partners and senior managers from the consulting practices of KPMG Peat Marwick and Price Waterhouse Coopers. Its founding members had established and developed a consulting practice within the consulting groups of each of those firms. The sale of both of those firms' consulting practices in public and private offerings created the opportunity to establish WhiteSand as a boutique and targeted consulting firm to the gaming, resort, and hospitality industry. The originating members of WhiteSand remain as its leadership today, 11 years later. Those originating members, moreover, have been working together for more than 20 years, first as executives in the casino industry, then for six years in the large consultancies, and now, through the last 11 years, as directors/members of WhiteSand.

WhiteSand is a registered vendor with the Gaming Authorities in several regulated jurisdictions including New Jersey, Nevada, California, Delaware, Maryland, and Pennsylvania. Our office locations are:

Atlantic City

131 North Iowa Avenue
Atlantic City, NJ 08401
Phone: 609-677-8253

Las Vegas

2450 St. Rose Parkway, Suite 110
Henderson, NV 89074
Phone: 702-798-0647

London

4 Carriers Place
Blackham
Tunbridge Wells
Kent TN3 9UQ
UK
Phone: +44-(0)-1892-740869

Macau

Avenida Xian Xing Hai No. 105
Golden Dragon Centre (Zhu Kuan Building), 6-AB
Macau
Phone: +011 (853) 2875-0003

WhiteSand provides a range of consulting and management services across the entire business life cycle to the gaming, lottery, and resort/hospitality industries. Our US Lottery clients have included:

- Maryland,
- Ohio,
- Arkansas,
- The District of Columbia, and
- Idaho.

Internationally we have also done work for the Nova Scotia Gaming Corp. and Sask Gaming. In addition to our Lottery work, we count among our clients some of the most well known casino gaming companies as well as some of the lesser known resorts. These include:

- Boyd Gaming (The Borgata)
- MGM Resorts,
- Wynn Resorts,
- Isle of Capri,
- Stations Casinos,
- Morongo Casino Resort,
- Agua Caliente Resort and Spa, and
- Mohegan Sun

Internationally we have completed projects and resort development in Aruba, the Bahamas, South Africa, Austria, Italy, Slovenia, Australia, and Russia. The majority of our projects are related to the specification for, design of, selection of, and testing for on-line and other gaming management. WhiteSand has worked with over 100 casino resorts or their parent companies in the past 11 years.

WhiteSand Consulting is a New Jersey Corporation (Inc.). There is one subsidiary, WhiteSand Gaming, under which we operate our casino management business. WhiteSand Gaming is a New Jersey LLC wholly owned by WhiteSand Consulting. No other entities exist and WhiteSand has grown entirely organically with no mergers, acquisitions, takeovers, IPOs, bankruptcies, or other business affiliations to be noted. WhiteSand does maintain an ongoing arms-length relationship with most of the major software providers in the Lottery, Casino, and Resort industries. There are no financial relationships or conflicts of interest with any of the industry providers.

The ongoing contact and interaction with industry suppliers is a programmed part of our business via which we maintain a current knowledge of vendor offerings on a direct and comparative basis. The cross industry knowledge from these three industries, as well as from Consumer Products, Retail Management, Food & Beverage, and other industries allows us to have awareness of best practices and performance benchmarks from these other industries.

The applicability of these benchmarks and best practices we make use of during the course of our engagements in looking at business process improvement opportunities during the systems work.

WhiteSand has addressed each relevant section of the RFP and labeled them according to original section number.

**REQUEST FOR QUOTATION
LOT498 GAMING CONSULTING SERVICES**

Section 3. General Requirements

3.1 Desired Items and Mandatory Requirements: Vendor shall provide Agency with the Desired Items listed below on an open-end and continuing basis. Desired Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Mandatory requirements: The firm or its principals shall have a minimum fifteen (15) years of experience providing lottery technical assistance in systems engineering and implementation in both traditional lottery and video lottery gaming. Prospective Vendors shall submit a curriculum vitae (CV) or resume that details their experience in the areas required pursuant to this section (section 3.1.1.1), section 3.1.1.2, and section 3.1.1.3 of this RFQ.

WhiteSand has experience with both lottery systems and slot and casino management systems since its beginning in 2001. In addition, individual WhiteSand team members have relevant hands-on experience with slot machines (Class II and Class III) and casino management systems since the 1980s. WhiteSand provides a comprehensive formal approach to identifying, evaluating and selecting an appropriate vendor and software package. Our methodology allows us to clearly define the client's requirements and analyze each vendor's ability to meet them. Utilizing quantitative scoring, this becomes the basis for recommendations that highlight appropriate solutions within the client's budget.

System implementations are complicated, resource intensive tasks that require proper execution to achieve the desired results. WhiteSand can assist the Lottery in developing, managing and executing these implementations. Our expertise will ensure complete and reasonable plans that take all variables into account. This includes environmental factors such as capacity planning and disaster recovery, as well as other mission critical considerations like testing, training and cutover execution.

Project Team Member CVs begin on page 11.

3.1.1.2 Shall have expertise in lottery applications, including but not limited to: on-line, instant, and video lottery information technology.

WhiteSand has worked with lottery applications since 2005 and is familiar with lottery systems provided by:

- GTECH,
- Scientific Games (SciGames), and
- Intralot

WhiteSand is very familiar with the features and functionality of these systems and have worked in the selection, installation, testing and training related to lottery systems.

3.1.1.3 Shall have expertise in analyzing applied statistics, modeling, and data analysis.

WhiteSand Team members have extensive experience with analyzing applied statistics, modeling, and data analysis for multiple clients (including Maryland Lottery, Nova Scotia Lottery, Morongo, Rosebud, etc.). WhiteSand has an internal practice dedicated to this type of work, specifically related to slot machines, video lottery terminals and slot floor optimization. Some of the components of this service offering include:

- Slot Mix & Performance
- Table Game Mix & Performance
- Other Gaming Amenities, Location & Performance
- Traffic Flow
- Sightlines
- Aisle Widths
- Seating
- High Limit Areas
- Non-Gaming Amenities
- Market Demographics
- Signage
- Slot Machine Peripherals
- Slot and Table Game Systems
- Game Replacement Schedule and Planning

3.1.1.4 Shall have had at least six (6) Domestic Lottery Customers during the last three (3) years and shall submit a list that provides the name of the customer and the dates that services were rendered to these customers.

Since 2005, WhiteSand has been active in the Lottery Industry and completed successful projects for:

- The Maryland Lottery (2005 – 2010),
- the Ohio Lottery (2009-2010),
- the Arkansas Scholarship Lottery (2010),
- the District of Columbia Lottery & Charitable Games (2011), and
- the Idaho Lottery (2005),
- the Nova Scotia Gaming Corp. (2007) and
- the Saskatchewan Gaming Corporation (“Sask Gaming”) (2012)

3.1.1.5 Shall have served as a subject matter expert witness to provide testimony on the RFP review and bid evaluation in legal proceedings resulting from contract award protests on at least three (3) occasions and submit a list of such occasions.

WhiteSand is currently retained by the City of San Jose, California as both subject matter and litigation support experts for gaming. In each of the domestic lottery contracts, where WhiteSand was retained to develop RFPs, review responses and assist the lotteries in the selection, installation

and implementation of lottery systems (Maryland Lottery, Ohio Lottery, Arkansas Lottery, D.C. Lottery, and the Idaho Lottery), the contracts included the provision that WhiteSand act as subject matter expert witnesses to provide testimony on the RFP review and bid evaluation in legal proceedings resulting from a contract award. Although in no situation did a case go to actual trial, protests were filed (legal proceedings) prior to amicable resolutions.

3.1.1.5 Shall have no existing contracts with prospective vendors or any other association that may be a conflict of interest with prospective vendors who may bid on a contract award that results from services provided by consultant pursuant to this RFQ and shall attest to this requirement in writing.

WhiteSand has no existing contracts with prospective vendors or any other association that may be a conflict of interest with prospective vendors who may bid on a contract with the state of West Virginia.

3.1.1.7 Shall provide a list of ten (10) domestic lottery references. References shall include a name, title, organization, telephone number, email address, and a brief description of the system installed.

DC Lottery

Mr. Buddy Roogow
Lottery Director
(202) 645-8000
buddy.roogow@dc.gov

Ms. Tracey Cohen
Asst Dir, Operations and Marketing
(202) 645-8000
tracey.cohen@dc.gov

Bruce Jones
Director of IT
(202) 645-8060
Bruce.Jones@dc.gov

The District of Columbia recently selected a new provider (Intralot) for online and instant management services after a long time contract with its previous provider (Scientific Games). After some contracting delay, DC was faced with a very tight implementation timeframe including the full testing of all games, reporting, and marketing capabilities. As this was a time constrained project, and DC had only recent to the project hired testing management resources who did not have significant lottery knowledge, the human resources needed were not available and WhiteSand was selected to support and provide user acceptance testing services including, but not limited to, test plans, script development, business process development, financial reporting requirements, system/technical requirements and general consultation and advisement. As noted this project had an extremely constrained timeframe. With our testing contract signed in September 2010 and new system operations set to begin in late October, very little time was available for initial setup, testing, correctional updates, and go-live assessment. All games support, as is typical, had to go live on the same date. With only a minor delay due more to equipment readiness at sufficient retail locations, the testing, rework, and rollout were completed timely. The risk of issues was mitigated in the testing and remediation process by prioritizing those items for

remediation that were most likely to have any customer or financial risk. Other items were deferred until after startup and then were managed by the Lottery. Additionally, the Lottery personnel were new to the lottery and had limited testing or lottery experience. WhiteSand included hands-on and just-in-time training to these personnel.

Idaho Lottery

Ms. Becky Schroeder
Chief Operating Officer
(208) 334 2600
bschroeder@islc.state.id.us

Roger Simmons
Executive Director
(208) 334 2600
RSimmons@islc.state.id.us

The Idaho State Lottery contracted with WhiteSand to provide RFP drafting assistance for an Online Gaming System. WhiteSand reviewed the Lottery's operations and assisted with the development of needs and requirements, provided guidance when appropriate and crafted an RFP that reflected the Idaho Lottery's expectations. This assistance continued in support of Idaho's evaluation of responses. Intralot was selected as a result of this process.

Arkansas Scholarship Lottery

Mr. Mike Smith
Director of Technology
(501) 683-1872
Mike.Smith@arkansas.gov

David Barden
CEO
(501) 683-1872
David.Barden@arkansas.gov

Until recently, Arkansas was one of only a handful of states that did not run a lottery operation. However, government approval was recently granted, the Intralot system was selected, and a staggered rollout plan for online and instant games was adopted. As this was a startup operation, the human resources needed were not available and WhiteSand was selected to provide user acceptance testing services including, but not limited to, test plans, script development, business process development, financial reporting requirements, system/technical requirements and general consultation and advisement. Unique about this project was the constrained timeframe. With the vendor contract signed in August 2009 and Instant Game operations set to begin in late September, only three weeks were available for initial setup, testing, correctional updates, and go-live assessment. Online and multi-state games were released in staggered date sequence subsequent in roughly four to six week increments. WhiteSand assisted with each initial game testing and release. To date, all games have gone live as scheduled and WhiteSand continued to work with the Lottery as they rolled out additional games through the first quarter of 2010. Additionally, Lottery personnel were, understandably, new to the lottery and had limited testing or lottery experience. WhiteSand included hands-on and just-in-time training to these employees. Arkansas has gone on-record as one of the most successful lottery startups in the US.

Maryland State Lottery Agency

Ms. Gina Smith
Assistant Director, CFO
(410) 230-8763
gmsmith@msla.state.md.us

Paul Dorsey
Assistant Director - Operations
(410) 230-5588
pdorsey@msla.state.md.us

Steve Golaner
Testing Lab Manager
(410) 230 8948
sgolaner@msla.state.md.us

WhiteSand has provided the Maryland Lottery with extensive consulting services over a number of years related to an online and instant system conversion. These services included developing the RFP to Maryland operating and game specifications, reviewing RFP responses, consultation and advisement on technical requirements, implementation and test plans, vendor compliance and user acceptance testing, script development and management, test execution and management, troubleshooting, and advice on roll-out and go-live decisions. In addition, we were instrumental in implementing the process improvements enabled by the new system. WhiteSand was actively engaged on-site with Maryland for approximately 20 months from the development of requirements through go-live operations and the first several releases thereafter to the field.

WhiteSand has also assisted the Maryland Lottery with their effort to implement a state-wide VLT program. Our responsibilities include RFP development, the drafting of video lottery terminal minimum internal control standards, technical standards, credit regulations and ancillary operating regulations, creation of compliance testing policies and procedures, and central system testing, and general regulatory services.

Ohio Lottery

Mr. Mike Petro
Director, Information Technology
(216) 774 5511
Michael.Petro@olc.state.oh.us

Carol Brown
Manager of Internal Audit
(216) 774 5620
Carol.Brown@olc.state.oh.us

Constance Miller
COO
(216) 774 5529
Constance.Miller@olc.state.oh.us

The Ohio Lottery recently underwent one of the largest online system conversions on record, moving from GTECH to Intralot. The Lottery recognized that their internal resources needed to be supplemented to efficiently manage and execute the required testing effort and manage the overall risk. Accordingly, they contracted with WhiteSand to help coordinate all aspects of user acceptance testing. As part of this effort, WhiteSand provided the following services: test plans, script development, acceptance testing, technical requirements, business process review, financial reporting requirements, and consultation regarding rollout and go-live decisions. With

WhiteSand's help, Ohio was able to rollout the new system on time and with minimal disruption to customers. In addition, we were able to assist the finance and operations departments become more efficient and productive by highlighting new features and reporting capabilities of the system.

3.1.1.8 Shall be subject to initial and periodic background checks using the Agency's electronic fingerprint capture system. An individual shall be removed from supporting the contract if his or her background check produces adverse results. In the case of a criminal background refusal, the basis for refusal shall be a conviction of any felony or any crime related to theft, gambling, or involving moral turpitude. Any management, supervisory, and key technical personnel performing services pursuant to this contract are also subject to this background investigation.

WhiteSand has been licensed and undergone background checks in multiple jurisdictions, including New Jersey, Pennsylvania, Maryland, Morongo, Sycuan, Agua Caliente, Barona, Cache Creek, Nottawaseppi Huron Band of Potawatomi, Little Creek, Mohegan Sun, Morongo Casino Resort & Spa, Mississippi Band of Choctaw Indians, Rosebud Sioux Tribe, San Manuel, Sandia, Seneca Nation of Indians, Sycuan, Pueblo of Acoma and Confederated Tribes of the Umatilla Indian Reservation, among others. We are confident of passing any level of background check.

WhiteSand Team Members CVs

Joseph Basara

Mr. Basara will be the engagement manger and provide project management, issue resolution, client communication, and day-to-day management of resources. Mr. Basara has been a partner in the Gaming and Consumer Products Consulting Practice of a "Big Five" consulting firm. He was a leader within the Firm in achieving business improvement for clients' sales, marketing, and financial operations. In his thirty years of experience in information technology and management consulting, he has participated on projects to develop strategic systems plans, information systems designs, technology and application architectures, and implementation plans. He has developed solutions using enterprise package foundations as well as custom development. He has prepared organizations to achieve the planned benefit of systems through business process design, education, training, and organizational change management techniques.

Mr. Basara was the lead resource in the support WhiteSand provided to the Ohio, Maryland, Arkansas, District of Columbia, and Idaho Lotteries. At Maryland he was involved in all aspects of this support from the establishing of requirements and desired games and the testing and release process. All areas of Lottery functionality were involved in this effort.

Mr. Basara provided overall project insight to the Lottery and guidance to the Lottery's executives relative to future trends, marketing analytics, project risk management, conversion testing, and startup management. Mr. Basara facilitated extensive discussions among the Lottery throughout the project, helping the Lottery review its practices, procedures, and policies. Mr. Basara provided the Lottery with insights and "lessons learned" from other industries that could be applied at the lottery, specifically from gaming and retail management.

Mr. Basara's broad experience allowed him to credibly cross all divisions of the Lottery and render assistance and advice to timely affect needed change. Mr. Basara most recently worked closely with the Ohio State Lottery and the Arkansas Lottery as they transitioned to INTRALOT as its gaming systems operator. Both provided unique challenges. Ohio had both political and incumbent vendor relationship issues during the transition. Arkansas was a startup and free of any encumbrances, but also had very limited trained staff with Lottery experience or knowledge. Both transitioned on time and with minimal issues. Mr. Basara functioned as both project manager and business analyst in the project for the District of Columbia. He was a member of the senior project review council that regularly reviewed and assesses overall project progress and priorities.

Mr. Basara is one of the authors of KPMG's methodology for Business Process Reengineering. Mr. Basara has managed engagements in which the requirements, architecture, and plans for business processes were developed. He has managed several systems planning engagements which entailed defining the business information requirements for all functional areas of the company, determining the ability of the current computerized systems to supply the information, designing systems to meet current and future requirements and developing detailed plans to guide the development efforts.

Mr. Basara is a frequent speaker at gaming industry conferences and has presented at NASPL's

international conferences on the topic of identifying and implementing the “best” vendor solution for lotteries. Mr. Basara holds a BS in Biology from St. Joseph’s University and an MBA in Finance and Operations from Wake Forest University.

Tracy Weiss

Ms. Weiss is a technical resource for testing that has assisted with all aspects of the Lottery engagements including RFP drafting, proposal review, system implementation, testing, internal control processes, and general advisement.

Ms. Weiss comes to WhiteSand Consulting with more than a decade of CRM management experience, first in Consumer Products, later in Retail and the Casino Industry. As a consultant reporting to the President of a Major Hotel Casino, she had the opportunity to focus on the Slot Operations, Database Marketing, and Yield Management disciplines. There she leveraged the tools she had acquired from the complementary industries. Ms. Weiss has an in-depth understanding of consumer dynamics coupled with an appreciation of the economic drivers and technology implications. She is known for leveraging these three components into tools and processes that drive results while remaining consistent to the company strategy and objectives.

Ms. Weiss was a lead test consultant for the Maryland State Lottery, Ohio Lottery, Arkansas Lottery, and District of Columbia implementation efforts, overseeing the progress of the selected vendor. This included reviewing vendor project plans, developing project plans for the Lottery, managing resources, reporting on progress, identifying critical path items, and communicating, with all parties (Lottery, Vendor, and WhiteSand). She also played a key role in developing the test plans and test scripts for all user acceptance testing of the new online/instant lottery system capabilities.

Over her career she has championed leading edge applications that were pitched to Wall Street as integral platforms for future success anchor rolled out as company standards. She has participated in multiple data warehouse selection, enhancement, and implementation processes and facilitated the slot platform selection process at a major hotel casino. As a member of a recent hotel casino acquisition team she managed the players club launch, web design and kiosk implementation.

Prior to working in the Casino Industry, Ms. Weiss held the titles of Vice President of Concept Marketing at a National Retailer and Director of Sales Strategy for a fortune one hundred consumer products company. Ms. Weiss' educational background includes a BS in business Administration from Indiana University of Pennsylvania coupled with a C.P.A.

James Nickerson

Mr. Nickerson is a Director with WhiteSand Consulting and a twenty-five year business veteran, with over sixteen years of experience as a Gaming and Hospitality industry professional. He has broad technical, business and industry knowledge in numerous operational and application areas, including Finance, Human Resources, Payroll, Marketing, Customer Relationship Management, Gaming, and Communications. His experience also includes project management, software package evaluation, and Internet solutions, call center design and planning, system implementation, data conversion and integration, database design, business process and procedures and workflow analysis.

Mr. Nickerson has been involved as Project Manager for several recent high profile projects with Wynn Las Vegas, Mohegan Sun at Pocono Downs, the State of New Mexico, the Borgata in Atlantic City and Harrah's Entertainment. He was also intimately involved with engagements with the Maryland and Idaho State Lotteries. Mr. Nickerson also recently managed to completion a high profile project with Harrah's Entertainment involving various internal departments, regulators and major system vendors.

Mr. Nickerson has led and developed many projects from the defining and documenting of system requirements to the development of system specifications for various systems. He has also led efforts to design, build, test and implement slot accounting, player tracking, CRM and data warehouse solutions for many gaming clients. He has conducted and reviewed numerous software package selection projects in key business areas, with a focus on understanding the impact and required integration of systems and data within the enterprise.

Mr. Nickerson's experience includes working for KPMG Consulting and PricewaterhouseCoopers, Harrah's Entertainment Corporation, and Showboat Inc. He has been involved in the integration and migration of HR, financial and gaming systems following the acquisition of gaming properties as well as management roles on the business and technology sides of several casino-hotel openings in the US and internationally. He has conducted operational and information technology assessments and performed numerous market demand studies. He has also developed marketing plans and strategies and developed organizational structures, staffing levels and strategies. Mr. Nickerson is a graduate of The College of New Jersey in Trenton and holds an MBA, with a concentration in Finance, from Widener University in Chester, PA.

Maureen D. Williamson

Maureen D. Williamson focuses her practice on gaming law and operational consulting. Her areas of expertise include regulatory compliance, design and evaluation of systems of internal control, emerging technologies, facility development, feasibility determinations and the implementation of consulting, development and management agreements in the Native American market. Previous to resuming private practice, Ms. Williamson served as Deputy Chief Counsel – Operations (the position now known as Director of Gaming Operations) for the Pennsylvania Gaming Control Board ("PGCB"). Having been involved in gaming either as a regulator, attorney or operational consultant for more than twenty-five years, her decision to join the fledging PGCB brought a great deal of credibility and diverse experience to the agency. Her scope of work included not only the design and development of much of Pennsylvania's regulatory scheme but the education and training of the audit, compliance and investigative staffs necessary to support it.

Ms. Williamson authored all of Pennsylvania's initial regulations dealing with slot machine operations. Her work included a comprehensive treatment of the minimum technical standards applied by the PGCB's slot testing lab to slot machines and related systems including slot management systems, gaming voucher systems (TITO), automated voucher redemption devices and external bonusing systems. It also included design and development of accounting and internal control requirements which address not only cashier transactions and the proper recordation of gross revenue but also casino floor and cage design, organizational structure, security and surveillance minimum staffing, surveillance system recording format specifications and remote system access. Finally, her work included development of the

methodology by which Pennsylvania now authorizes the commencement of slot operations, including the establishment of authorized gaming floor square footage and maximum number of slot machines as well as provisions for tracking future floor modifications and expansions.

Known for taking a collaborative approach to regulating, Ms. Williamson was constantly engaged with slot machine licensees to insure that Pennsylvania's regulatory expectations were well defined and, to the extent possible, facilitated a competitive slot product. She coordinated the first three test periods for the PGCB, culminating with the November 2006 opening of Mohegan Sun at Pocono Downs, the December 2006 opening of Philadelphia Park Casino and the January 2007 opening of Harrah's Chester Casino and Racetrack.

Before joining the PGCB, Ms. Williamson was a Deputy Attorney General assigned to the New Jersey Division of Gaming Enforcement's Regulatory Prosecutions Bureau. Much like her role in Pennsylvania, her scope of work went well beyond the prosecution of regulatory violations.

E. Alan Mercer

Mr. Mercer is a Senior Project Manager with WhiteSand Gaming and has twenty five years of gaming and IT experience. During his time in the industry, he has managed many substantial gaming-related projects in various operational areas. During his most recent casino management role, Mr. Mercer managed a wide variety of operational and technical duties. Operational management included marketing analysis and reporting, budgeting and forecasting, strategic and tactical planning, staffing, slot machine profitability and placement, and decision support for property expansion and capital improvements. Technical and project management roles included solution assessment and acquisition for Table Rating, Player Tracking, and CRM packages. In addition, Mr. Mercer was involved with technology changes for mainframe upgrades, disaster recovery and high availability, and hardware replacement for Card Encoding equipment, ATM/TRM/Cash Systems and day-to-day operational IT requirements.

Mr. Mercer's expertise in IT and gaming, combined with his project management abilities, have allowed him to strategically guide gaming companies through openings and major expansions at more than thirty properties. He has played a prominent role in the opening of many casinos throughout the country including Borgata, Venetian, Mohegan Sun, Mohegan Sun at Pocono Downs, Morongo, Caesars, and Atlantis to name just a few. His role has ranged from project management of gaming related systems to business process engineering and regulatory compliance. Many of the recent successful casino openings hinged upon Mr. Mercers ability to demonstrate sound accounting and audit compliance of casino revenue to state regulatory agencies.

Mr. Mercer's educational background includes a BBA and an Associates Degree in Computer Information Systems. In addition, he participates in a wide variety of continuing education programs focused on Project Management.

REQUEST FOR QUOTATION
[LOT498] [GAMING CONSULTING SERVICES]

EXHIBIT A- PRICING PAGES

COST BID

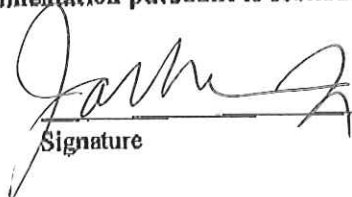
COMPANY NAME	WhiteSand Gaming
CONTACT PERSON	James W. Nickerson
COMPANY STREET ADDRESS	131 N. Iowa Avenue
CITY, STATE, ZIP CODE	Atlantic City, NJ 08401
CONTACT PERSON PHONE NUMBER	609-677-8253
EMAIL ADDRESS	jnickerson@whitesandgaming.com
CELL PHONE NUMBER	609-501-3374

SCHEDULE OF TOTAL PROFESSIONAL FEES TO INCLUDE ALL EXPENSES INCLUDING TRAVEL, MEALS, AND LODGING FOR CONSULTING SERVICES:

DESCRIPTION	HOURLY RATE
The amount of the bid submitted by each potential vendor shall be a fixed hourly rate for services rendered including all travel, meals, and lodging expenses. This rate shall be the same regardless of which partner or employee performs the services and shall be sufficient to cover any and all incidental expenses including, but not limited to copy or computer research costs.	\$ 190.00
Estimated Volume/Total Hours of service	400
TOTAL BID [HOURLY RATE X 400]	\$76,000.00

BASIS FOR AWARD: This Contract shall be awarded to the Vendor that provides Desired Items and meets all required specifications for the lowest hourly rate/total cost.

I hereby attest that (company name) WhiteSand Gaming possesses the expertise to perform the required consulting services outlined in Request For Quotation LOT498. I additionally attest that WhiteSand Gaming (company name) has no existing conflict of interest pursuant to section 3.6 of this RFQ, and has submitted the required documentation pursuant to sections 3.1.1.1, 3.1.1.4, 3.1.1.5, and 3.1.1.7 of this RFQ.



James W. Nickerson

10-22-2012

Signature

Print Name

Date

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.


1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: WhiteSand Gaming
Date: 10-22-2012

Signed: 
Title: Director

WV-96
Rev. 9/11

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: WhiteSand Gaming

Signed:  _____

Title: Director

Date: 10-22-2012

WV-96A
Rev. 9/11

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.*
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. *In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.*
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

WhiteSand Gaming

Company Name: _____

Signed:  _____

Title: Director

Date: 10-22-2012

RFQ No. LOT498

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2a-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: WhiteSand Gaming

Authorized Signature: [Signature] Date: 10/22/2012

State of NEW JERSEY

County of ATLANTIC, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of OCTOBER, 2012

My Commission expires JAN. 10, 2014

AFFIX SEAL HERE

NOTARY PUBLIC [Signature: Ellen M. Eccles]

Purchasing Affidavit (Revised 07/01/2012)

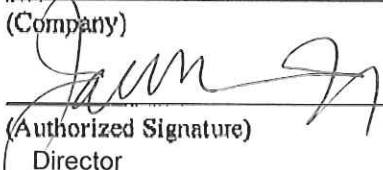
ELLEN M. ECCLES
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/10/14

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

WhiteSand Gaming

(Company)



(Authorized Signature)
Director

(Representative Name, Title)

609-677-8253

609-939-0241

(Phone Number)

(Fax Number)

10-22-2012

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: LOT498

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

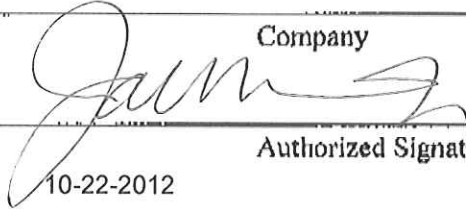
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

WhiteSand Gaming

Company



Authorized Signature

10-22-2012

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.