

CONSULTANT FOR COMMUNITY ADVISORY COMMITTEES**CONTRACT # C202305**

THIS AGREEMENT made this 25th day of June, 2025 by and between the NEW YORK STATE GAMING COMMISSION, an executive agency of the State of New York having an office at 354 Broadway, Schenectady, New York 12305 (the "Commission"), and NYSTEC, having an office at 99 Otis Street, 2nd Floor, Rome, NY 13441 (the "Consultant").

WHEREAS the Commission issued a Request for Proposals ("RFP") on April 22, 2025 soliciting proposals for a Community Advisory Committee Consultant ("Consultant") pursuant to Racing, Pari-Mutuel Wagering and Breeding Law ("PML") § 1321-d(3)(d) and clarified the requirements of the RFP with questions and answers dated May 16, 2025, and May 21, 2025 (collectively, the "RFP"); and

WHEREAS the Consultant submitted a Technical Proposal and a Pricing Proposal dated May 22, 2025 (collectively, the "Proposal"), which was deemed by the Commission's RFP Evaluation Committee to be the Best Value from among competing proposals;

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 Consultant agrees to provide the Commission with services as a Consultant for Community Advisory Committees, 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.** The Contract shall be effective for a period of one year from the latter of (a) the "Return Date" as defined in the NYS Gaming Facility Location Board's January 3, 2023 "Request for Applications to Develop and Operate a Gaming Facility in New York State" or (b)

upon OSC approval of the Contract As determined by the Commission, the term may be extended for two additional one-year periods. There will be no adjustment to compensation for the extension periods, except as may be agreed to pursuant to the terms of the RFP.

3. 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 Consultant 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 Consultant shall not have any right to make a claim therefor. Expenditures under this Contract shall not exceed \$1,200,000.00.

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

5. Mutual Cooperation. The parties agree to cooperate fully and in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish the objectives outlined in the RFP and Proposal.

6. Limitation of Consultant's Lobbying Activities. The Consultant agrees to abide by all applicable laws relating to its lobbying activities in New York. In addition, the Consultant 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 Consultant within the State of New York related to 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.

7. **Termination and Suspension.**

(a) In addition to the bases referenced in the RFP, 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 Consultant of any of the provisions of this Contract;
- (ii) a determination by a court of competent jurisdiction that the Consultant 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;
- (iv) a conviction of the Consultant or any of its directors, officers, or employees of any criminal offense connected to the Consultant's business which, in the sole reasonable opinion of the Executive Director of the Commission, would be prejudicial to public confidence in the Commission;
- (v) in the judgment of the Commission, a real or potential conflict of interest cannot be cured;
- (vi) the refusal by the Consultant or any of its directors, officers, or employees to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract, when called before a grand jury, head of a state department, the Commission, a temporary state commission or other state agency, or the organized crime task force in a department of law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any such 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; or

(vii) upon the conviction of any person of a crime defined in article two hundred or four hundred ninety-six or section 195.20 of New York State's Penal Law.

If termination is sought because of a criminal conviction as described in 7.(a)(iv), the cause for termination shall be deemed to be cured if the Consultant causes or obtains the dismissal, resignation, retirement, or other removal of the person convicted of such offense during such 30 day period.

If the Contract is cancelled or terminated based on the grounds listed in 7.(a)(vi) or (vii), above, such person, and any firm, partnership or corporation of which the person 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 New York State's State Finance Law §139-a, by such person, and by any firm, partnership or corporation of which such person 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) If termination is sought because of a criminal conviction as described in 7.(a)(iv), the cause for termination shall be deemed to be cured if the Consultant causes or obtains the dismissal, resignation, retirement, or other removal of the person convicted of such offense during such 30 day period.

(c) If the Contract is cancelled or terminated based on the grounds listed in 7.(a)(vi) or (vii), above, such person, and any firm, partnership or corporation of which the person 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 New York State's State Finance Law §139-a, by such person, and by any firm, partnership or corporation of which such person 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.

(d) In the event that the Commission decides to exercise the right to terminate this Contract for cause, the Commission shall give the Consultant written Notice of Intention to Terminate for Cause ("Notice"). Such Notice shall state clearly and specify the cause for which termination is sought, and the Consultant shall be entitled to a period of 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.

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

(f) Upon written notice to the Consultant, and a reasonable opportunity to be heard with appropriate Commission officials or staff, the Contract may be terminated by the

Commission's Executive Director or the Executive Director's designee (collectively the "Executive Director") at the Consultant's expense where the Consultant is determined by the Executive Director to be non-responsible or nonresponsible. In such event, the Executive Director may complete the contractual requirements in any manner the Executive Director may deem advisable and pursue available legal or equitable remedies for breach.

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

8. Conflict of Interest.

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

(b) The Consultant 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 Consultant's satisfactory or ethical performance of duties required to be performed

pursuant to the terms of this Contract. The Consultant 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 Consultant 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 in the form annexed to the RFP as Appendix K and a Potential Conflict of Interest form in the form annexed to the RFP as Appendix P, completed and signed by an authorized executive or legal representative of the subcontractor. The Consultant shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Commission a completed and signed Vendor Assurance of No Conflict of Interest or Detrimental Effect form in the form annexed to the RFP as Appendix K and a Potential Conflict of Interest form in the form annexed to the RFP as Appendix P, for each of its subcontractors prior to entering into a subcontract.

(d) The Commission and the Consultant recognize that conflicts may occur in the future because the Consultant 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, pursuant to paragraph 7.(a)(v), above.

9. Confidentiality and Non-Disclosure.

(a) "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 Consultant so that the Consultant 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, business rules, reports, product information; business and security processes and procedures; personnel

and organizational data, and financial statements; information system IP addresses, network configurations, 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 Consultant.

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

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

(ii) is already known by the Consultant free of any confidentiality obligations;

(iii) is information that the Commission has approved in writing for disclosure; or

(iv) is required to be disclosed by the Consultant pursuant to law or applicable professional standards, so long as the Consultant provides the Commission with notice of such disclosure requirement and an opportunity to defend prior to any such disclosure.

(c) The Consultant may use Confidential Information solely for the purposes of providing services to the Commission pursuant to this Contract. The Consultant shall not make copies of any written Confidential Information without the express written permission of the Commission, except as necessary to perform the services required by this Contract. The Commission's disclosure of Confidential Information to the Consultant shall not convey to the Consultant 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 Consultant shall hold Confidential Information confidential to the maximum extent permitted by law. The Consultant 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 Consultant uses to maintain its own confidential information.

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

10. Records Retention. Other than the specific document retention requirements in section 6.18 “Document retention” within the RFP, records required by this Contract to be retained by the Consultant shall be retained for the periods specified in Appendix A, Standard Clauses for New York State Contracts, 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 Consultant.

11. 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
Schenectady, NY 12305

(b) As to the Consultant:

Kevin Owens, President & CEO
NYSTEC
540 Broadway
Albany, NY 12207

12. Liability and Indemnification. The Consultant shall be responsible for all damages to life and property due to the activities of the Consultant, as well as the activities of the subcontractors (if any), agents or employees of the Consultant in connection with the performance of services under this Contract. The Consultant’s indemnification obligations are outlined in section 5.26 of the RFP, incorporated herein.

13. **Relationship.** The relationship of the Consultant to the Commission arising out of this Contract shall be that of an independent contractor. The Consultant, 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, 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, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. All personnel of the Consultant shall be within the employ of the Consultant only or shall be duly contracted subcontractors of the Consultant, and the Consultant alone shall be responsible for the work of its personnel and its subcontractors' personnel, the direction thereof, and their compensation. Nothing in this Contract shall impose any liability or duty on the Commission or the State on account of any acts, omissions, liabilities or obligations of the Consultant or any person, firm, company, agency, association, corporation, or organization engaged by the Consultant 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 Consultant hereby agrees to indemnify and hold harmless the Commission and the State against any such liabilities, as well as to defend, indemnify, and hold harmless the Commission and the State as required under the RFP.

14. **Documents Incorporated.** Appendix A, Standard Clauses for New York State Contracts, dated June 2023, the RFP, and the Proposal are hereby incorporated herein and made a part hereof.

15. **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) Addenda or amendments to the Contract;
- (c) Contract;
- (d) Clarifications and Amendments to the RFP;
- (e) RFP; and
- (f) the Proposal.

16. 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 Contract between the Commission and the Consultant, 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 Consultant shall at all times during the Contract Term remain responsible. The Consultant agrees, if requested by the Executive Director, 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.

(e) This Contract may be executed in counterparts, each of which shall be deemed an original. Executed copies of this Contract may be sent by facsimile (fax) or as PDF copies sent by email, and any signatures thereon shall be considered for all purposes to be binding as originals.

(f) If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected,

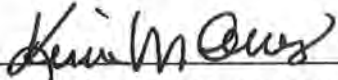
but shall remain binding and effective as against all parties hereto.


(g) No delegation of any duties under this Contract 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 individual or business organization other than the Consultant, except by express written consent of the Commission.

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

CONSULTANT

NEW YORK STATE
GAMING COMMISSION

By: 
Title: President & CEO, NYSTEC
Date: June 25, 2025

By: 
Title: EXECUTIVE DIRECTOR
Date: 25 June 2025

NEW YORK STATE OFFICE OF THE
ATTORNEY GENERAL

OFFICE OF THE NEW YORK STATE
COMPTROLLER

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Acknowledgement Required of the Consultant is on the following page:

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 _____)

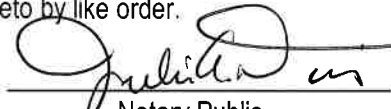
On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed 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 New York)
) ss.:
COUNTY OF Oneida)

On this 25th day of June, in the year 2025, before me personally came Kevin M. Owens, to me known, who, being by me duly sworn did depose and say that he/she resides in Slingerlands, NY; that he/she is the President & CEO of the NYSTEC, 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/she signed his/her name thereto by like order.



Notary Public

JULIE A. DAVIS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01DA6297561
QUALIFIED IN ONEIDA COUNTY
MY COMMISSION EXPIRES 02/24/20____

From: [Maggi, Benjamin](#)
To: [Bowers, Alysian \(GAMING\)](#)
Cc: [Stark, Seth \(GAMING\)](#)
Subject: Approved - RE: Resubmission: GAM01-C202305 - 1410000 Between NYS Gaming Commission and NYSTEC for Community Advisory Committees Consultant
Date: Monday, June 30, 2025 4:50:12 PM

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Approved as to Form: 6/30/2025 by Benjamin Maggi
Received: 6/30/2025

OAG: CAS please file and enter. "P" Amount: 1,200,000

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

Benjamin L. Maggi
Section Chief
Contract Approval Section
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

The information contained in this electronic mail message is privileged and confidential and intended only for the individual or individuals named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender immediately to notify us of the error and delete the original message. Thank you.

From: Bowers, Alysian (GAMING) <Alysian.Bowers@gaming.ny.gov>
Sent: Monday, June 30, 2025 3:47 PM
To: Maggi, Benjamin <Benjamin.Maggi@ag.ny.gov>
Cc: Stark, Seth (GAMING) <Seth.Stark@gaming.ny.gov>
Subject: Resubmission: GAM01-C202305 - 1410000 Between NYS Gaming Commission and NYSTEC for Community Advisory Committees Consultant

Good afternoon,

Please see the attached resubmission for your review and approval.

Thank you.