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September 27, 2024

Brian Rocky, Lottery & Charitable Gaming Director  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

**RE: RFP 119588 O3 Request for Proposal to Provide a Real-Time Monitoring and Reporting System for Cash Devices**

Dear Mr. Rocky:

Enclosed, please find Bosselman Administrative Services, Inc.'s (Bosselman) proposal in response to RFP 119588 O3 to provide a real-time monitoring and reporting system for cash devices in the State of Nebraska.

Since its inception in 1948, Bosselman has been Nebraska-born, grown, and owned for four generations. The Bosselman family remains actively involved in daily operations and serves as executive directors of Bosselman Holdings Inc. (BHI). Bosselman offers, for the Division's consideration, 76 years of administrative services experience provided to over 100 cost centers across 26 states nationwide.

This proposal demonstrates our extensive experience, dedicated and knowledgeable personnel, and Bosselman's success in similar endeavors.

Bosselman acknowledges receipt of the file titled "Request for Proposals Cash Devices System 119588 O3," posted on 08/19/2024.



## Corporate Office

1607 S. Locust Street, Ste B,  
Grand Island, NE, 68801

Phone: (308) 381-2800

Fax: (308) 382-4027

[www.bosselman.com](http://www.bosselman.com)

### Point of Contact

Kinsey Bosselman

[kinsey.bosselman@bosselman.com](mailto:kinsey.bosselman@bosselman.com)

Phone: (308) 218-2383

Fax: (308) 382-4027

The Bosselman family thanks you for considering our proposal. Should you have any questions or require additional information, please contact Kinsey Bosselman, Director of Operational Planning, at (308) 218-2383 or [kinsey.bosselman@bosselman.com](mailto:kinsey.bosselman@bosselman.com).

As President and Corporate Counsel of Bosselman Administrative Services, Inc., I, Brandi Bosselman, am legally authorized to commit the firm to enter into a contractual relationship with the State of Nebraska. Thank you for the opportunity to submit this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brandi Bosselman", with a stylized, flowing script.

Brandi Bosselman  
President and Corporate Counsel  
Bosselman Administrative Services, Inc.

Response to:

State of Nebraska

RFP 119588 O3

Real time monitoring and  
reporting system for Cash  
Devices

Proposal submitted by  
Bosselman Administrative  
Services, Inc.

Opening Date October 1, 2024



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# Request for Proposal for Contractual Services Form

## BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.


Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

bb NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

## FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Bosselman Administrative Services, Inc.
COMPLETE ADDRESS:	1607 South Locust Street, Ste. B, PO Box 4905, Grand Island, NE, 68801
TELEPHONE NUMBER:	(308) 381-2800
FAX NUMBER:	(308) 382-4027
DATE:	10/1/2024
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Brandi Bosselman, President and Corporate Counsel

## Form A

## Bidder Proposal Point of Contact

**Request for Proposal Number 119588 O3**

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Bosselman Administrative Services, Inc.
Bidder Address:	1607 South Locust Street, Ste. B, PO Box 4905, Grand Island, NE, 68801
Contact Person & Title:	Kinsey Bosselman, Director of Operational Planning
E-mail Address:	kinsey.bosselman@bosselman.com
Telephone Number (Office):	(308) 218-2383
Telephone Number (Cellular):	(308) 380-6984
Fax Number:	(308) 382-4027

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Bosselman Administrative Services, Inc.
Bidder Address:	1607 South Locust Street, Ste. B, PO Box 4905, Grand Island, NE, 68801
Contact Person & Title:	Kinsey Bosselman, Director of Operational Planning
E-mail Address:	kinsey.bosselman@bosselman.com
Telephone Number (Office):	(308) 218-2383
Telephone Number (Cellular):	(308) 380-6984
Fax Number:	(308) 382-4027

# Document A310<sup>TM</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Bosselman Administrative Services, Inc.  
1607 South Locust Street, Suite A  
Grand Island, NE 68801

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

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.

### OWNER:

(Name, legal status and address)

State of Nebraska (Nebraska Department of Revenue Charitable Gaming Division)  
1526 K Street, Suite 130  
Lincoln, NE 68508

BOND AMOUNT: \$ \$50,000.00

Fifty Thousand Dollars and 00/100

### PROJECT:

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

RFP 119588 03: Real time monitoring and reporting system for Cash Devices

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 1st day of October, 2024

*Sean M. Matheny*  
(Witness)

*Kristin D. Thurber*  
(Witness) Kristin D. Thurber

Bosselman Administrative Services, Inc.

(Principal)

(Seal)

By: *David B. ...*

(Title)

Liberty Mutual Insurance Company

(Surety)

By: *Erin C. Lavin*

(Title) Erin C. Lavin

Attorney-in-Fact

Surety Phone No. 617-357-9500





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8210508 - 674009**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens Griggs, Charles R. Teter, III, Christy M. Braille, Danielle R. Capps, Debra J. Scarborough, Erin C Lavin, Evan D. Sizemore, Hillary D Shepard, Jeffrey C. Carey, Kellie A. Meyer, Kristin D Thurber, Lauren Scott, Mariana Walker, Mary T. Flanigan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, Veronica Lawver

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of July, 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 28th day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 1st day of October, 2024.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

## CORPORATE OVERVIEW

### BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

**Company Name:** Bosselman Administrative Services, Inc. ("Bosselman")

**Headquarters Address:** 1607 South Locust St., Ste B - Box 4905, Grand Island, NE 68801

**Entity Organization:** Corporation

**State of Incorporation:** Nebraska

**Year of Organization:** 2007

**Organizational History:** Bosselman Administrative Services, Inc. was established in 2007 to manage a variety of administrative tasks including Information Technology, for over 100 cost centers across 24 states nationwide. The Bosselman family of companies were founded in 1948 by Fred and Maxine Bosselman. The company has remained under the ownership and management of the Bosselman family for four generations. The organizational structure of the family of companies has remained consistent since its inception, with significant growth in both size and scope.

### FINANCIAL STATEMENTS \*\*\* PROPRIETARY\*\*\* ATTACHMENT A

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

Bosselman Administrative Services, Inc. is a non-publicly held firm. It is wholly owned by Bosselman Holdings Inc. ("BHI") Attached are audited financials for BHI, the compiled financials for Bosselman, and the bank reference for Bosselman within [RFP 119588 O3 Bosselman Proposal File 3 of 6 \\*\\*\\*Proprietary\\*\\*\\* Attachment A](#). Bosselman has no pending or expected litigation that would materially affect the viability or stability of the organization.



## CHANGE OF OWNERSHIP

**If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.**

No change in ownership or control is anticipated during the twelve (12) months following the proposal due date. Bosselman remains under the ownership and management of the Bosselman family, now in its fourth generation, with Kinsey Aitken-Bosselman and Carsten Bosselman heavily involved in the day-to-day operations. Should any change in ownership occur in the future, we will promptly notify the State of Nebraska in accordance with the contractual requirements.

## OFFICE LOCATION

**The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.**

The office location responsible for the performance of any contract awarded by the State of Nebraska is:

Bosselman Administrative Services, Inc.  
1607 South Locust St., Ste B - Box 4905  
Grand Island, NE 68801

This location will serve as the primary point of contact and will be responsible for overseeing all activities related to the contract.

## RELATIONSHIPS WITH THE STATE

**The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.**

Bosselman has not had any dealings or contracts with the State over the previous five (5) years.

## BIDDER'S EMPLOYEE RELATIONS TO STATE

**If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.**

Bosselman confirms that no relationship exists or has existed in which any individual named in the proposal response was an employee of the State within the past twelve (12) months.

**If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.**

Bosselman confirms that no such relationship exists in which any employee of any agency of the State of Nebraska is employed by Bosselman or is a subcontractor to Bosselman as of the due date for proposal submission.

## CONTRACT PERFORMANCE

**If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.**

**It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.**

**If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.**

Bosselman has had no contracts terminated for default, convenience, non-performance, non-allocation of funds or for any other reason in the past five years.

## SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:
- The time period of the project,
- The scheduled and actual completion dates,
- The bidder's responsibilities,
- For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

### A. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

#### 1. Migration to Private Cloud

- **Time Period:** 4 Months
- **Scheduled Completion Date:** May 2017
- **Actual Completion Date:** May 2017
- **Bidder's Responsibilities:** As the prime contractor, Bosselman was responsible for migrating the company from an on-premise datacenter to a private cloud environment. This involved analyzing and testing multiple servers before relocating data to the cloud, with a total of over 51 systems and 37.5 TB of data being successfully migrated. This initiative was aimed at modernizing the datacenter infrastructure and reducing operating costs. Since May 2017, Bosselman has wholly managed and supported these systems in a private cloud environment.
- **Project Budget:** \$350,000
- **Actual Cost:** \$320,495
- **Customer Name:** Bosselman (internal project)

- **Contact Information:**
  - *Name:* Donovan Walsh
  - *Phone:* (308) 395-3880
  - *Email:* donovan.walsh@bosselman.com
- The project was completed with Bosselman as the prime contractor with no subcontractors involved.

## 2. Warren Rogers Fuel Compliance System

- **Time Period:** 3 Months
- **Scheduled Completion Date:** August 2021
- **Actual Completion Date:** August 2021
- **Bidder's Responsibilities:** Bosselman served as the prime contractor in this project for Bosselman Pump & Pantry, Inc. Bosselman was responsible for migrating to a cloud-based fuel compliance and monitoring system. Tasks included implementing and configuring the cloud system to manage and alert any fuel-related issues across various locations. This involved installing hardware devices at each site to connect to the fuel tanks and transmit data back to the cloud system. Bosselman also fine-tuned and created necessary reports to meet regulatory and compliance requirements.
- **Project Budget:** \$35,000
- **Actual Cost:** \$31,680
- **Customer Name:** Bosselman Pump & Pantry, Inc.
- **Contact Information:**
  - *Name:* Warren Rogers (for reference)
  - *Phone:* (800) 972-7472
  - *Fax:* (614) 451-0595
  - *Email:* [contact@warrenrogers.com](mailto:contact@warrenrogers.com)
- The project was completed with Bosselman as the prime contractor with no subcontractors involved.

## 3. Customer Fuel Management Services

- **Time Period:** 1 Month
- **Scheduled Completion Date:** June 2022
- **Actual Completion Date:** June 2022
- **Bidder's Responsibilities:** Acting as the prime contractor, Bosselman expanded fuel management services for BossFuels, Inc. to external customers. This required implementing a solution that could monitor customer tank inventory and fuel

usage levels. We sourced an integrated system compatible with our existing fuel management platform, ensuring support for a variety of automatic tank gauges used by customers. The project involved installing hardware at customer locations, enabling real-time data transfer from their tank gauges to our cloud-based fuel management system. Bosselman managed the complete solution from hardware installation to data transfers with the central system.

- **Project Budget:** \$1,000 per location
- **Actual Cost:** \$499 per location
- **Customer Name:** Customers of BossFuels, Inc.
- **Contact Information:**
  - *Name:* Lured In – Mark Beier
  - *Phone:* (308) 249-1111
  - *Email:* mbeier@luredintackle.com
- The project was completed with Bosselman as the prime contractor with no subcontractors involved.

## SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

### Management Approach

Bosselman is dedicated to delivering a well-managed, secure, and efficient project that meets the Division's requirements for a central gaming system under LB 685 and any regulations promulgated by the Division. Our management approach centers on experienced leadership, structured team organization, and a meticulous project execution plan that ensures we meet all regulatory, operational, and budgetary requirements.

### Executive Leadership & Oversight

The executive oversight for this project will be provided by **Randy Gard**, Chief Operating Officer (COO), and **Richard Ostdiek**, Chief Financial Officer (CFO). Together, they bring over 60 years of combined experience in people management, financial oversight, regulatory compliance, and operational leadership, ensuring comprehensive checks and balances throughout the project lifecycle.

- **Randy Gard, COO**, brings extensive experience in the regulated gaming industry, having served as Director of Operations for Stuart Entertainment, with oversight across multiple



countries. His expertise in managing large-scale, highly regulated projects ensures that this project will adhere to all state requirements and regulations while maintaining efficiency and cost-effectiveness.

- **Richard Ostdiek, CFO**, offers 30 years of leadership and financial accounting experience. As CFO of Dinsdale Brothers Ag Companies and formerly as Senior Financial Analyst Manager at Cabela's Inc., Richard has demonstrated his ability to manage complex financial operations for multi-site and multi-entity organizations. He has overseen decentralized accounting departments and led teams of up to 30 professionals. Richard's deep experience in operating budgeting, forecasting, investment and capital project analysis, and GAAP research ensures that all financial aspects of the project will be handled with precision and compliance. His proven expertise in managing budgets exceeding \$1.5 billion and his experience in preparing and presenting financial reports add significant strength to the project's financial oversight.

Together, Randy and Richard will ensure that the project maintains the highest standards of integrity, transparency, and efficiency. They will also work to identify and address any potential conflicts of interest, ensuring that all aspects of the project are managed ethically and in compliance with state regulations.

### **VisionComm Segmentation**

To maintain the integrity of the project and avoid any conflict of interest or the appearance of any conflict of interest, **VisionComm, Inc.**, a Nebraska Corporation, ("VisionComm") which is an affiliate of Bosselman and licensed to operate and distribute cash devices, will be completely separated from this project by implementing internal data segmentation and secure firewalls, and ensuring that all data and operations related to the central gaming system remain isolated and protected within Bosselman. This approach guarantees that VisionComm's ongoing activities do not intersect with the central gaming system project, safeguarding the Division's interests.

### **Conflict of Interest Management**

Recognizing the critical importance of maintaining ethical standards, Randy Gard and Richard Ostdiek will ensure any actual or perceived potential conflicts of interest are proactively managed with input and oversight from the Division. By separating VisionComm, Inc. through firewalls and having a structured oversight process, we will maintain transparency and objectivity throughout the term of the contract.

### **Conclusion**

Our management approach combines seasoned executive leadership, structured project team organization, and proven implementation methodologies. With the combined experience and expertise of Randy Gard, Richard Ost diek, JR Rother, Donovan Walsh, and Robert Hancock, Bosselman is committed to delivering a central gaming system that meets the Division's regulatory obligations while providing a secure, scalable, and efficient solution for the State of Nebraska's growing gaming market.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

The project team for the State's central gaming system will be led by **JR Rother**, Director of Information Systems, who will serve as the primary contact and take charge of overseeing the implementation, support, and administration of the system. JR manages a team of 10 experienced system analysts and technicians who specialize in handling enterprise-level software applications. With his leadership, this team will ensure that the system meets all technical requirements, remains secure, and is implemented smoothly.

Supporting JR is **Donovan Walsh**, Chief Information Officer (CIO), who will provide strategic guidance and direction for the project. Donovan brings 40 years of IT experience and oversees the entire Bosselman IT Department, comprising 28 members, which includes system analysts, network engineers, developers, system administrators, project managers, cybersecurity specialists, and support technicians. This robust and comprehensive team structure ensures that all project requirements can be handled efficiently and effectively, meeting the complex demands of such a robust project. Donovan will conduct regular meetings, monitor project progress, and ensure that all IT deliverables align with the project goals and timelines.

**Robert Hancock**, the Network Manager, will manage the design and implementation of a resilient, secure, and scalable network infrastructure for the system. With over 8 years of experience in managing infrastructure and network security, Robert's team of 4 professionals,

well-versed in managing and securing cloud environments, will be responsible for creating a network that ensures high availability, performance, and security.

This experienced and sizable IT team, led by Donovan, JR, and Robert, is equipped to handle a project of this magnitude. Their combined expertise in project management, enterprise-level software, infrastructure, and network security ensures that all project guidelines will be met, and the State of Nebraska will receive a reliable, secure, and scalable gaming system solution.

Name & Title	Skills & Qualifications
<b>JR Rother - Director of Information Systems, Lead for Implementation</b>	<ul style="list-style-type: none"> <li>- 12+ years of experience in building and managing teams.</li> <li>- Proven track record in overseeing enterprise-level software applications and projects.</li> <li>- Expertise in project management, process development, report creation, SaaS/Cloud hosting, database management, and website development.</li> <li>- Successfully led the implementation of fuel management, inventory systems, and an enterprise-scale BI/Analytics system.</li> <li>- Bachelor of Science in Computer Information Systems with minors in Business Administration and Computer Science from Wayne State College.</li> </ul>
<b>Donovan Walsh - Chief Information Officer (CIO), Strategic Oversight</b>	<ul style="list-style-type: none"> <li>- 40 years of experience in building highly productive teams, project management, and overseeing technology across multiple locations.</li> <li>- Successfully implemented strategic direction for technology at 104 locations and managed large-scale migrations, such as moving 71 servers to a data center.</li> <li>- Proven ability in reducing costs by 50% for connectivity/ISP and implementing a disaster recovery plan.</li> <li>- Experienced in managing large IT budgets, global IT purchasing, SAP upgrades, and negotiating multi-million-dollar contracts.</li> <li>- Holds a BS in Management Information Systems with a Minor in Accounting from the University of Wyoming and completed management programs at Stanford University.</li> <li>- Certified in ITIL – Foundation Certification and trained in Six Sigma Black Belt.</li> </ul>
<b>Robert Hancock - Network Manager, Network Design and Implementation</b>	<ul style="list-style-type: none"> <li>- Over 20 years of experience in managing large-scale fiber and microwave networks, with expertise in network design, implementation, and maintenance.</li> <li>- Proficient with Cisco routers/switches (GSR 12000, 7200, 4900, 3560, 2500 series), Adtran TA5000 FTTH core equipment, Genband CS1500 phone switch, and Nortel/Alcatel SONET transport equipment.</li> <li>- Proven project management skills, successfully leading regional network projects and overseeing technicians to ensure timely completion.</li> <li>- Strong troubleshooting and problem-solving abilities, with a demonstrated track record of maintaining network reliability and efficiency.</li> <li>- Skilled in provisioning and maintaining core central office equipment, subscriber phone lines, and FTTH equipment.</li> <li>- Experienced with network management tools, including GOM for provisioning and MACC for service orders, trouble tickets, and accounting.</li> </ul>

## JR Rother

**Director of Information Systems, Bosselman Administrative Services, Inc.**

**Email:** [jr.rother@bosselman.com](mailto:jr.rother@bosselman.com) | **Phone:** 308-218-2455

### PROFESSIONAL EXPERIENCE SUMMARY

JR Rother is a seasoned IT professional with over 17 years of experience in implementing, upgrading, and managing enterprise-level software applications. As the Director of Information Systems at Bosselman, he has led numerous technology projects, demonstrating his expertise in software implementation, system upgrades, and cloud migration. JR has a proven track record of driving efficiency and improving operational workflows across various divisions, consistently delivering successful results on complex technology initiatives.

He managed the implementation of a new inventory management system for the Pump & Pantry division, achieving significant reductions in on-hand inventory and improving ordering and receiving processes. JR also led the deployment of a fuel management system for the BossFuels division, facilitating efficient management of operations and enabling business growth without additional staffing.

### PROFESSIONAL EXPERIENCE

#### **Director of Information Systems**

Bosselman Administrative Services, Inc. Grand Island, NE

**Years:** December 2018 – Present

- Successfully implemented enterprise-level software applications, upgrades, and cloud migrations across multiple divisions, ensuring alignment with business objectives.
- Directed a team of IT professionals in the deployment of a central cash device system, providing consistent leadership and guidance throughout the project lifecycle.
- Managed the rollout of a new inventory management system for Bosselman Pump & Pantry Inc., which resulted in streamlined ordering processes and optimized inventory levels.
- Led the implementation of a fuel management system for BossFuels, Inc., allowing for business expansion while maintaining operational efficiency.
- Collaborated closely with internal stakeholders and external partners, facilitating seamless software transitions and system integrations.

**Information Systems Manager**

Bosselman, Grand Island, NE

**Years:** February 2012 – December 2018

- Supervised a team of administrators and technicians overseeing various business applications and related projects.
- Managed large, high-priority projects and resource allocations, ensuring successful project completion and integration.

**IT Lead Analyst**

Bosselman, Grand Island, NE

**Years:** July 2011 – February 2012

- Oversaw software development efforts, managed and maintained various business applications, and evaluated new products and vendors.

**Senior Java Programmer/Analyst**

First National Bank of Omaha (FNBO), Omaha, NE

**Years:** January 2007 – June 2011

- Oversaw a team of contractors tasked with redesigning the online banking website, ensuring it met the needs of both customers and internal stakeholders.
- Developed and presented a proof-of-concept project to senior management, resulting in approval to proceed with greater flexibility and faster response times.
- Proposed and revised the product cross-sell system, significantly reducing database queries by up to one million per day, enhancing system performance and efficiency.
- Reviewed and implemented website security best practices, ensuring a secure and user-friendly online banking experience.

**EDUCATION****Bachelor of Science in Computer Information Systems**

Minors: Business Administration and Computer Science

Wayne State College, 2006

**PROFESSIONAL SKILLS**

- Extensive experience with enterprise-level software applications and cloud migration projects
- Skilled in project management methodologies and IT leadership



**REFERENCES****Tim Garvin**

CTIS Department Chair, School of Business and Technology  
Wayne State College

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**Ryan Heavican**

Project Manager, Chief Buildings

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**Neil Wardyn**

Virtual Chief Technology Officer, Lutz

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**Address:** 3320 James Rd, Grand Island, NE 68803

## Donovan Walsh

Chief Information Officer (CIO), Bosselman Administrative Services, Inc.

Email: [donovan.walsh@bosselman.com](mailto:donovan.walsh@bosselman.com) | Phone: (308) 224-8000

### PROFESSIONAL EXPERIENCE SUMMARY

Donovan Walsh is a goal-oriented executive with over 40 years of experience in IT management, project leadership, and strategic planning. As the Chief Information Officer (CIO) at Bosselman, Donovan has built and led high-performing teams, managed complex projects, and directed technology initiatives across 104 locations. His expertise includes implementing cost-saving measures, developing long-term IT strategies, and overseeing large-scale infrastructure migrations. Donovan is skilled in fostering collaboration between business units and IT departments, driving superior results while maintaining customer satisfaction.

During his tenure at Bosselman, Donovan successfully reduced connectivity and ISP costs by 50%, led the migration of 71 servers to a data center, and implemented a disaster recovery plan, significantly enhancing the company's data security and resilience. His background in managing large IT budgets, negotiating contracts, and leading global technology teams demonstrates his capability to oversee complex IT projects effectively.

### PROFESSIONAL EXPERIENCE

#### Chief Information Officer (CIO)

Bosselman, Grand Island, NE

Years: 2011 – Present

- Directed technology and strategic initiatives across 104 locations, building a 3-year business and technology strategy in collaboration with executive leaders.
- Rebuilt the IT department to align with business needs, establishing career paths for IT employees and implementing department metrics.
- Managed the migration of 71 servers to a data center and implemented a disaster recovery plan, significantly enhancing data security and reliability.
- Reduced connectivity and ISP costs by 50%, while increasing speed and reliability across all locations.
- Established management and leadership training for supervisors, creating a structured career path for IT employees.

#### Business Outreach Partner

BD (Becton Dickinson and Company), Franklin Lakes, NJ

Years: 2009

- Managed relationships between Corporate IT and worldwide business units, including Corporate Legal, Corporate Audit, Corporate Privacy, and Corporate Purchasing departments.
- Created a project management system that prioritized and tracked over 300 work requests, transforming an adversarial relationship into a cooperative environment.

**Global IT Purchasing – Team Leader**

BD (Becton Dickinson and Company), Franklin Lakes, NJ

**Years:** 2007 – 2009

- Managed \$210 million in annual IT expenditures, leading contract negotiations and strategic planning.
- Successfully negotiated a 3-year, \$310 million contract with Accenture for an SAP system upgrade, leading a team that included the General Counsel, CFO, CIO, and IT VPs.

**Director of North American IT**

BD (Becton Dickinson and Company), North America

**Years:** 2004 – 2007

- Coordinated 400+ IT staff across 40 North American sites, implementing career planning and review processes.
- Established IT performance metrics and successfully deployed them across all global locations.

**Manager of Information Technology**

BD (Becton Dickinson and Company), Holdrege, NE

**Years:** 1995 – 2001

- Led the selection and rollout of SAP for the entire company, including Finance, Warehouse Management, HR, and Factory Management.
- Designed and implemented WAN/LAN networks and standardized email systems for BD.

**EDUCATION****Bachelor of Science in Management Information Systems, Minor in Accounting**

University of Wyoming, Laramie, WY

**Advanced Leadership Training Programs:**

- Stanford University, Palo Alto, CA: Managing Teams for Innovation and Success, High-Performance Work Team
- ITIL Foundation Certification
- Six Sigma Black Belt

## PROFESSIONAL CERTIFICATIONS

- ITIL Foundation Certification
- Six Sigma Black Belt

## REFERENCES

### **Robert Aki**

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### **Mike Catlett**

IT Manager and Technical Specialist, Chief Industries

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**Address:** 3942 W Old Highway 30, Grand Island, NE 68803

### **Paul Turek**

Senior Director of IT, Bolthouse Farms

**Phone:** (248) 514-0197

**Address:** 7200 E Brundage Lane, Bakersfield, CA 93307

## Robert W. Hancock

Network Manager, Bosselman Administrative Services, Inc.

Email: [robert.hancock@bosselman.com](mailto:robert.hancock@bosselman.com) | Phone: 206-719-4731

### PROFESSIONAL EXPERIENCE SUMMARY

Robert Hancock is an experienced network manager with over 20 years of expertise in core routing, switching, infrastructure design, and network management. As the Network Manager at Bosselman, he leads the design and implementation of resilient and secure network infrastructure, ensuring high availability and performance. Robert's proven track record includes managing large-scale fiber and microwave networks across multiple states, providing maintenance, troubleshooting, and project management. He is adept at interfacing with both customers and internal teams, ensuring efficient and reliable network performance.

Robert has extensive experience with various networking equipment, including Cisco routers and switches, Adtran equipment, and SONET transport systems. His hands-on experience in provisioning, maintaining, and troubleshooting complex network infrastructure makes him a valuable asset for any IT project requiring robust and scalable network solutions.

### PROFESSIONAL EXPERIENCE

#### Network Manager

Bosselman, Grand Island, NE

**Years:** 2015 – Present

- Leads the network design, implementation, and maintenance for Bosselman's enterprise-level network infrastructure, ensuring system resilience and security.
- Manages a team responsible for maintaining and optimizing network performance, including load balancers, firewalls, switches, and cloud-based systems.
- Oversees the provisioning, configuration, and support of the central cash device system for the organization.
- Implements best practices for network security, ensuring compliance with industry standards and regulations.
- Collaborates with internal stakeholders to align network solutions with business objectives and operational requirements.



**Central Office Technician**

Pinpoint Holdings (Pinpoint Communications), Gothenburg, NE

**Years:** 2014 – 2015

- Provisioned and maintained core central office equipment, including FTTH equipment and subscriber phone lines.
- Completed service orders, trouble tickets, and provided field support for phone, IPTV, and internet services.
- Conducted remote hands work for Hughes Network Systems and Zayo fiber sites, ensuring service reliability.

**Network Technician**

Pinpoint Holdings (Great Western Communications), North Platte, NE

**Years:** 2010 – 2014

- Maintained 21 remote microwave network sites across Nebraska, ensuring network performance and stability.
- Managed network infrastructure, including DC power plants, transport equipment, air conditioners, and generators.
- Worked with end-users and secondary carriers to troubleshoot and resolve network issues.

**Network Manager**

Pinpoint Holdings (Great Western Communications), Seattle, WA

**Years:** 2005 – 2009

- Managed a regional fiber and microwave network spanning 9 states, overseeing network operation and maintenance.
- Acted as project manager for regional projects, directed technicians, and ensured project completion and network stability.
- Authorized requisition of parts and equipment and processed timesheets, expense reports, and vacation requests.

**Network Technician**

Corban Networks, Seattle, WA

**Years:** 2000 – 2005

- Managed fiber and microwave network sites in Washington and Oregon, ensuring network performance and stability.
- Assisted with network and circuit design for new clients, contributing to reliable infrastructure solutions.

## EDUCATION

### Associate of Science in Network Technology

Tacoma Community College, 2001

## PROFESSIONAL SKILLS

- Extensive experience with Cisco routers/switches (GSR 12000, 7200, 4900, 3560, 2500 series), Adtran TA5000 FTTH core equipment, and Nortel/Alcatel SONET transport equipment.
- Skilled in troubleshooting and maintaining network equipment, ensuring high availability and performance.
- Proficient in network management software such as GOM and MACC for service orders, trouble tickets, and accounting.

## REFERENCES

### Mike Catlett

IT Manager and Technical Specialist, Chief Industries

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### Chris Karn

COO, Pinpoint Holdings

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### Jake Farmer

Central Office Supervisor, Pinpoint Holdings

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## SUBCONTRACTORS

**If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:**

- name, address, and telephone number of the subcontractor(s),
- specific tasks for each subcontractor(s),
- percentage of performance hours intended for each subcontract; and
- total percentage of subcontractor(s) performance hours.

Bosselman confirms that we are not planning to subcontract any part of our performance for this proposal. Bosselman intends to license a software provider for data management. All tasks and responsibilities will be managed and completed in-house by Bosselman.

# TECHNICAL APPROACH

## Overview

With the passage of LB 685, the State of Nebraska Department of Revenue Charitable Gaming Division (“Division”) is in need of a central system to support regulatory obligations and provide accurate revenue and income reporting from cash devices. Bosselman is able to deliver, manage, and support a best-in-class game management system to serve as this central system. Our software system is a proven solution that manages tens of thousands of gaming machines throughout various markets across the globe. We are confident that it is capable of satisfying the Division’s current requirements and flexible enough to adapt to future needs, as the cash device market in the State of Nebraska grows. We believe that our system strikes an unparalleled balance between regulation and operation, all while being a secure and cost-effective solution for the Division.

## UNDERSTANDING OF THE PROJECT REQUIREMENTS

The State of Nebraska Department of Revenue Charitable Gaming Division invites proposals to provide a real time monitoring and reporting system for Cash Devices. Known as Skill Games in Nebraska for many years, and more recently as Cash Devices, these machines offer games where the outcome can be influenced by skill and not just chance. The term Gray Machines has been used nationwide as states have tried to come to grips with (slot) machines that aren’t exactly games of chance but are more than amusement devices—falling in a gray area.

What distinguishes them from games of chance is that the outcome can be influenced by skill and not just chance. Players insert money into the device, select a game, and attempt to exercise sufficient skill to win points or credits which can be redeemed for cash. In 2019, the Nebraska Legislature passed LB 538 amending the Mechanical Amusement Device Tax Act (Neb. Rev. Stat. §§ 77-3001 through 77-3011) to define and create a regulatory framework for Cash Devices. The population of Cash Devices and locations hosting them has grown significantly, as has the number of distributors and operators associated with the devices. Passage of LB 685 by the 2024 Nebraska Legislature further defined the regulatory framework for Cash Devices, including requiring implementation of centralized monitoring and reporting system.

### A. Understanding of the Project Requirements

Within the Scope of Work of the RFP, many deliverables, objectives, and requirements were described in varying levels of detail. We have outlined our understanding of these requirements. The proposed design and costs are based on the details below. However, we will conduct formal requirements gathering and elicitation as defined in the Detailed Project Work Plan section of this proposal.

#### 1. Products and Services

The central system needs to have capacity and scalability to support all of the cash devices across the state, now and in the future. The current landscape consists of over 5,000 devices at more than 1,600 locations.

Only licensed and approved cash devices will be allowed to connect to the central system, so the Division needs to be able to manage licensed cash devices, along with licensed distributors/operators, within the central system.

Registration and licensing data related to each cash device will be able to be entered, stored, and organized within the system. This will include, but is not limited to:

- Distributor/Operator Information
  - Name
  - License information
- Machine Information
  - License information
- Location Information
  - Name
  - Address
  - City
  - County
  - Coordinates

Once a cash device has been approved and connected to the central system, certain information will be able to be electronically collected directly from the device. This should include, but is not limited to:

- Manufacturer information
- Serial number
- Game/software versions

Once connected, transactional and gameplay data will also be collected and stored in the central system. This data will support the core function of the central system by tracking the net operating revenue of each device. We also recommend capturing data that can provide insight into the current performance of devices. This will include, but is not limited to:

- Total currency in the machine, cash and tickets
- Currency paid in, cash and tickets
- Currency paid out, cash and tickets
- Number of Games played
- Currency removed from the machine

Cash devices generate many datapoints and logs. Some of these will be valuable to the Division and critical to the function of the central system, while some will not be of value. Any data available through the SAS protocol will be able to be captured by the central system. It will be important to define all desired datapoints in detail during the Planning and Design phase of the project. This could include:

- Jackpots
- Device Status
- Device Usage
- Device Access

## 2. Reporting

Reporting is a major requirement of the Division and is needed in standard and ad hoc capacities. It is envisioned that operational and financial reporting would be beneficial to all users. Custom reporting may also be necessary to meet all requirements of the Division. For these reasons, it will be important to discuss detailed reporting requirements and options during the Planning and Design phase of the project.

One example may be a tax report for operators/distributors. This could be ran over a specified date range to provide net revenue and tax information by cash device.

### ■ Tax Period Report *Figure 1. Tax Period Report Example below*

- Device License Number
- Device Serial Number
- Currency in
- Currency out
- Net revenue = currency in – currency out
- Tax due = Net revenue \* 5%

#### Tax Period Report

10/1/2024

Operator: NE Entertainment  
From: 4/1/2024 To: 6/30/2024

Device Performance						
Location	Device License	Device S/N	Currency In	Currency Out	Net Revenue	Tax Due
Sports Bar	123456	12A34B65C	\$1,500	\$1,100	\$400	\$20.00
	123457	56F46R111	\$2,000	\$1,700	\$300	\$15.00
Gas Stop	456789	78A34B12C	\$900	\$600	\$300	\$15.00
	456790	777W51R2	\$1,100	\$600	\$500	\$25.00
	456791	WT554GT	\$3,100	\$2,800	\$300	\$15.00
Totals			\$8,600	\$6,800	\$1,800	\$90.00

Figure 1. Tax Period Report Example

## 3. Connectivity

The architecture of our system would require a proprietary hardware device to be connected to the SAS port on each cash device. This is outlined in more detail in the Proposed Development Approach section of this proposal. This device ensures that cash devices are always connected to the central system and that the central system always has direct monitoring of cash devices.

Since the Division will use the central system to monitor software versions, machine connectivity, and other violations, we recommend generating alerts and notifications from the central system. This will bring irregularities and concerns to the attention of the Division in a timely fashion.

Outside of monitoring and reporting, it is understood that the Division would like to directly interact with cash devices. This would mainly be in the case of devices operating outside of compliance. Through the unique architecture of our system, the interface device has the ability to render the cash device inoperable through several different methods. These vary from simply preventing use of the device all the way to powering down the device. We recommend exploring each of these options in more detail and receiving direct feedback from the Division, as to their preference, during the Planning and Design phase of the project.

#### 4. Reconciliation

Beyond financial reporting needs, the Division is expecting tax details and apportionments to be provided by the central system. We believe that we could generate a report to assist operators/distributors with the quarterly tax submissions. The central system may even be able to generate the actual submission form, if collaboration with the Tax Commissioner occurred before the form details were finalized.

Also, reporting can be generated to provide the Division with tax apportionment details. The distribution details of the statute could be used to create a report, similar to below, that could be ran over a specified date range and organized by location, to provide apportionments by community depending on the Cash Device's jurisdiction.

##### Tax Apportionment Report

- Device License Number
- Device Serial Number
- Currency in
- Currency out
- Net revenue

- Tax due = Net revenue \* 5%
- Tax Allocation *Figure 2. Tax Apportionment Report Example*
  - Operations fund = Tax due \* 20%
  - Assistance fund = Tax due \* 2.5%
  - General fund = Tax due \* 2.5%
  - Tourism fund = Tax due \* 10%
  - Property fund = Tax due \* 40%
  - Local Government
    - If unincorporated,
      - County = Tax due \* 25%
    - If incorporated,
      - County = Tax due \* 12.5%
      - City = Tax due \* 12.5%

**Tax Apportionment Report**

10/1/2024

From: 9/1/2024 To: 9/30/2024

Device Performance									Tax Allocation						
County	City	Location	Device License	Device S/N	Currency In	Currency Out	Net Revenue	Tax Due	Operations Fund	Assistance Fund	General Fund	Tourism Fund	Property Tax	County	City
Lancaster	Lincoln	Joe's	123456	12A34B65C	\$1,500	\$1,100	\$400	\$20.00	\$4.00	\$0.50	\$0.50	\$2.00	\$8.00	\$2.50	\$2.50
Lancaster	Roca	Kate's	456789	78A34B12C	\$1,500	\$1,100	\$400	\$20.00	\$4.00	\$0.50	\$0.50	\$2.00	\$8.00	\$5.00	\$0.00

Figure 2. Tax Apportionment Report Example



Technical Approach  
Understanding the Project Requirements  
B. Proposed Development Approach

Pages 29-32 Redacted for Proprietary purposes

**C. Technical Considerations**

1. This proposal is based on collecting the data points outlined in the RFP on 15-minute intervals. Collecting additional data points or polling on a more frequent interval has the potential to increase the cost of the central system and add additional strain and/or costs to the operator's/distributor's internet connection.
2. The central system will communicate with cash devices by using the SAS (Slot Accounting System) protocol adopted by the Gaming Standards Association (GSA). The SAS protocol is available to all manufacturers and is the most common communications standard used by the industry.
  - a) The central system will support the latest version of SAS, SAS 6.
  - b) SAS versions are backwards compatible, so this will ensure that the highest number of cash devices will be able to connect to the central system, benefiting operators, distributors, and manufacturers.
  - c) It will be the responsibility of the cash device manufacturer to properly implement the SAS protocol on their devices and provide all data points required by the central system.
    - (1) It should be noted that this requirement of the central system could cause approved cash devices that are currently in operation to not be supported by the central system, in turn, making those devices non-compliant.
    - (2) It is also recommended that compatibility with the central system be added to the process of testing and certifying cash devices.
  - d) The central system will support future SAS versions and we are open to exploring the possibility of supporting different and future communication protocols, as the industry evolves.
3. The central system can support cash devices configured to utilize ticket in, ticket out.
  - a) Operators/distributors are not required to have ticket redemption terminals.
  - b) Ticket redemption terminals are not required to be connected to the central system.
4. Operators/distributors will be responsible for connecting the interface device to the internet.
  - a) The operator/distributor is responsible for providing power and internet to the interface device.

- b) Bosselman will assist the operator/distributor with connecting the interface device to the server, once the device is connected to the internet.
  - c) Bosselman can only advise and provide best in class recommendations for supplying power and internet to the interface device.
- 5. The interface device will connect directly to the cash device to provide 24/7 data collection and compliance.
  - a) If the interface device is ever unable to communicate with the server, data will be stored locally on the interface device and transmitted once connectivity is restored.
  - b) This architecture will allow cash devices to operate normally in scenarios where the interface device is unable to communicate with the server, like during system maintenance or local internet outages.
  - c) Since compliance won't be dependent on the availability of the server, the number of urgent support scenarios will be reduced. This will allow Bosselman and the Division to respond to the majority of support requests during normal business hours.
- 6. The server environment will have a backup and disaster recovery plan, but will not be designed with high availability.
  - a) Since the interface device will provide local, 24/7 monitoring of cash devices, server high availability will not be necessary.
  - b) This will simplify the architecture of the system and help control costs.
  - c) High availability is an option that can be discussed, if the Division feels that it is necessary.

#### **D. Detailed Project Work Plan**

The project plan will follow standard software implementation practices. This will ensure that proper process is adhered to and that a high-quality solution is delivered on time and within budget. The project will be broken down into five distinct project phases. Within each phase of the project, specific tasks will be completed and goals achieved.

##### **1. Planning and Design**

Within the Planning and Design phase of the project, several design and planning sessions will be held with the Division to clarify requirements and define deliverables in detail. There is a relatively small window to complete the project, so having a thorough system design will be critical to the success of the project.

During the sessions, each of the project requirements will be discussed in relation to the functionality of the system. Solutions and desired features will be identified. The Division will also gain a better understanding of functionality offered by the system and have the opportunity to explore options not outlined in the core requirements.

At various times throughout this phase, process flows will be discussed and diagramed. This will include technical diagrams, like network topology and application architecture. It will also include operational and business process diagrams, like “Onboarding New Operators/Distributors” and “Disabling Devices in Violation.” This will help ensure that the Division has a good understanding of how the system will work and how they can expect to use the system.

## 2. System Setup and Configuration

Within the Setup and Configuration phase of the project, the core technical tasks of the project will be completed by Bosselman. Servers will be set up within the hosting environment. Software will be installed and configured according to requirement and design specifications. Network and security settings will be configured to protect and safeguard the system.

There will also be a point during this phase where custom reports are designed and created. It is the hope that any required custom reports will be identified during the Design phase. This will help ensure that the reports are completed before Go-Live. However, we understand that the need for custom reporting could arise at any time throughout the project.

## 3. System Testing

The Testing phase of the project, will allow for Bosselman and the Division to use the system in a controlled environment, check for errors, and ensure that the system is functioning as designed. There will be various aspects of testing the system that will likely cause this phase of the project of overlap with other phases.

During initial testing, Bosselman will verify core system functionality. This will involve confirming that the system configuration aligns with the design requirements. Technical integrations will also be tested to verify that the interface devices can connect to the server and that the required interactions with the cash devices function properly.

Once initial system validations have been completed, the Division will have the ability to perform user acceptance testing, or UAT. During UAT, business functions and processes can be tested, in conjunction with verifying system functionality.

It will be critical for the Division to participate in this phase of the project. Bosselman will advise and support the Division through testing. However, it will be the responsibility of the Division to ensure that the system meets their needs. If enough time is not allocated to testing, the project deliverables or timeline might not be met.

#### 4. Implementation

During the Implementation phase of the project, operators and distributors will be able to be onboarded to the system. Once onboarded, they will be allowed to connect their cash devices to the central system. It will be necessary to create a plan and schedule in order to manage this volume of work. Due to the number of cash devices currently in operation, it will be important to allocate as much time as possible for this phase.

The processes associated with implementation tasks will be diagrammed in the Planning and Design phase and verified in the Testing phase. Responsibilities will also be defined and agreed to between the Division and Bosselman. Having efficient processes and clearly defined responsibilities will help ensure that this is a seamless process for operators and distributors.

#### 5. Go-Live

Bosselman and the Division will work together to identify a go-live date for the central system. The current project status and associated risks will be discussed and considered. A detailed go-live plan will be outlined and communicated.

Once the central system is live, efforts will shift to supporting the system. Time will be spent monitoring for and responding to any technical issues with the system. Any minor adjustments and changes that could help make the system more efficient can also be made after go-live.

### **E. Deliverables and Due Dates**

#### 1. November 5th, 2024

- a) The project will start and resources will be allocated. A kickoff meeting will be scheduled to do formal introductions and discuss the project plan.

#### 2. December 31st, 2024

- a) Detailed requirements will be confirmed and a detailed system design will be available. Initial mapping of technical and operational processes will be complete.
- 3. March 31st, 2025
  - a) The central system will be online and available to begin onboarding operators and distributors.
- 4. July 19th, 2025
  - a) This will be the deadline for operator/distributor connectivity. The system will be fully functional with validated and finalized reporting. Any cash devices not connected to the system by this time will be non-compliant.

# COST PROPOSAL

## Cash Devices System

### 1. Subscription Fee (Division Costs):

- a) Deployment Fee: \$0 upfront payment
- b) Monthly Fee: **\$22 per licensed cash device per month**

### 2. Interface Devices (Operator/Distributor Costs):

- a) Operators/Distributors will be required to purchase an interface device for each cash device from Bosselman at the cost of \$250 per interface device.

### 3. Authorized Users:

- a) There are no fees associated with the number of authorized users in the system.

### 4. Invoicing:

- a) Invoicing will occur monthly.
- b) The number of cash devices invoiced will be based on the active licensed cash devices registered in the system.
  - i. Any cash devices no longer licensed would need to be flagged accordingly in the system to be excluded from the invoiced quantity.

### 5. Additional Assumptions:

- a) These costs are estimated in good faith based on the requirements outlined in the RFP, subject to current market pricing, and an initial estimate of 5,300 licensed cash devices.



# TERMS & CONDITIONS, CONTRACTOR DUTIES, PAYMENT

## I. TERMS AND CONDITIONS

Bidders should complete Sections I thru Error! Reference source not found. as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

## A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
bb			

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
  - a. Request for Proposal, including any attachments and addenda;
  - b. Amendments to the Request for Proposal;
  - c. Questions and Answers;
  - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
  - e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original



Request for Proposal document and any Addenda or attachments, and 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

## B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
bb			

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

## C. BUYER'S REPRESENTATIVE


The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

## D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.


The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

## E. DISCOUNTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

## F. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Cost submissions should take into consideration the vendor providing the central system as outlined in this RFP. Site-based communication equipment and site-based validation equipment necessary to implement the central system will be the responsibility of those wishing to operate cash devices. Vendors responding should consider direct cost and/or amortization options when it comes to costing central system and site-related equipment and services. Vendors responding should detail in the pricing discussion their assumptions regarding market growth, fixed and flexible costs, staffing, software and other pertinent operational considerations. While the cost of communication and validation equipment will not be the responsibility of the Division in this RFP, please detail the cost of such equipment and any payment options that will be available to the licensees.


The bid shall assume only the awarding of the initial five (5) year term. Any extensions referenced in the RFP will be negotiated at the time of exercising.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

The State will be given full proportionate benefit of any decreases for the term of the contract.

## G. BEGINNING OF WORK & SUSPENSION OF SERVICES



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

#### H. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

#### I. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\*

#### J. RECORD OF VENDOR PERFORMANCE


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

#### K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.


#### L. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

#### M. BREACH




Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.


The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

#### N. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

#### O. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

#### P. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		bb	<p>1. The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct or gross negligence of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.</p>

#### 1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

#### 2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this Request for Proposal.

#### 3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.


#### 4. SELF-INSURANCE



The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.


5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**Q. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**R. PERFORMANCE BOND**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be equal to the amount estimated to be paid annually to the Contractor. The check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**S. RETAINAGE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
fb			

The State may withhold one hundred percent (100%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of all projects, deliverables, and services to the satisfaction of the Division. Upon completion of such items, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project, deliverables, and or services will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

#### T. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
fb			

Failure to meet the dates for the deliverables as agreed upon by the parties in the resulting contract may result in an assessment of liquidate damages due the State in accordance with the contract. Contractor will be notified in writing when liquidated damages will commence.

#### U. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
fb			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.



**V. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
fb			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**W. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
fb			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**X. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
hb			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

#### Y. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
hb			


The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
  - a. if directed to do so by statute,
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,



- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
- g. Contractor intentionally discloses confidential information,
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

## Z. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

## II. CONTRACTOR DUTIES

### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
3. Damages incurred by Contractor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.


The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.



The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

## B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.


If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

## C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)


The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

## D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

#### E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

#### F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.



Should the contract be terminated for any reason, or a new vendor is selected in the future through a new bidding process, the Contractor will fully cooperate in the migration of all necessary data, information, and systems to the new the vendor.

## G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

### 1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

### 2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.



REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

### 3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Department of Revenue Charitable Gaming Division  
RFP 119588 O3  
brian.rockey@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts


and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**H. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**I. CONFLICT OF INTEREST**



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		BB	<p>x. Data Segregation: Contractor and State acknowledge a potential Conflict of Interest, as Contractor is affiliated with a subsidiary company with common ownership (the "Subsidiary") which is licensed to operate and distribute Mechanical Cash Amusement Devices under Neb. Rev. Stat. 77-3001 et seq (the "Act"). To mitigate this potential Conflict of Interest, the Contractor agrees to work with the state to develop a Conflict of Interest Mitigation Plan which shall be subject to State approval and shall be reviewed annually. As part of that Mitigation Plan, Contractor agrees to implement and maintain a data firewall policy to ensure that all reported and raw data, operator information, and other sensitive information (the "Sensitive Data") pertaining to the services provided under this Agreement are fully segregated from other business divisions, particularly those that may have conflicting interests. Further, in compliance with State requirements, Bosselman Administrative Services, Inc. shall not apply for any license under Neb. Rev. Stat. 77-3001 et seq. so long as this Agreement is in force. So long as Contractor is in compliance with the Mitigation Plan, the Subsidiary may continue operations as an "operator" and/or "distributor" under the Act.</p> <p>x.1. Employee Access Restriction: The Contractor shall ensure that no employees of the Contractor's business that may have a potential conflict of interest shall have access to the Sensitive Data pertaining to the services provided under this Agreement to the State except as specified in the Mitigation Plan. Executives and Management shall only have access to the data and reporting allowed under the Mitigation Plan and in no event shall have access to the raw data, operator contact or financial information, or reports generated to be submitted to the State as they may relate to the services contemplated by this Agreement.</p> <p>x.2. Confidentiality and Security: The Contractor shall adopt robust security measures to protect the integrity and confidentiality of the segregated data. This includes, but is not limited to, the use of encrypted storage, secure access protocols, and regular audits by the State to ensure compliance with this clause.</p> <p>x.3. Audit and Compliance: The Contractor agrees to allow the State, or an independent auditor designated by the State, to conduct annual audits of the Contractor's data segregation and firewall practices to ensure compliance with the terms of this Agreement at Contractor's cost. The Contractor shall promptly address any deficiencies identified during such audits.</p> <p>x.4. Breach and Remedies: Any breach of this clause shall be considered a material breach of this Agreement, entitling the State to seek all remedies available under law or equity, including but not limited to injunctive relief, termination of the Agreement, and damages.</p>

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.


Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for

consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.


In order to avoid the appearance of any impropriety among cash device licensees, the successful bidder will not be permitted to be licensed in any other form under the Act. Furthermore, neither the vendor, nor any parent company or subsidiary are permitted to hold any ownership interest in an entity who is licensed under the Act.

#### J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			


The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

#### K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

#### L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			




The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

#### M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)


1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection II.M.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

#### N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.


#### O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			



Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**P. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**Q. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

### III. PAYMENT


#### A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency." No payment of any kind will be made until the central system is running and functioning to the satisfaction of the Division.

#### B. TAXES (Nonnegotiable)


The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

#### C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

#### D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.



**E. PAYMENT (Nonnegotiable)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Nonnegotiable)**


The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)**

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to



the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## ATTACHMENT A

Bosselman Holding, Inc. and Affiliates

Consolidated Financial Statements and Independent Auditors' Report

December 31, 2023 and 2022

Bosselman Administrative Services, Inc.

Financial Statements and Independent Accountants' Compilation Report

December 31, 2023 and 2022

Bosselman Administrative Services, Inc. Bank Reference

# COST PROPOSAL

## Cash Devices System

### 1. Subscription Fee (Division Costs):

- a) Deployment Fee: \$0 upfront payment
- b) Monthly Fee: **\$22 per licensed cash device per month**

### 2. Interface Devices (Operator/Distributor Costs):

- a) Operators/Distributors will be required to purchase an interface device for each cash device from Bosselman at the cost of \$250 per interface device.

### 3. Authorized Users:

- a) There are no fees associated with the number of authorized users in the system.

### 4. Invoicing:

- a) Invoicing will occur monthly.
- b) The number of cash devices invoiced will be based on the active licensed cash devices registered in the system.
  - i. Any cash devices no longer licensed would need to be flagged accordingly in the system to be excluded from the invoiced quantity.

### 5. Additional Assumptions:

- a) These costs are estimated in good faith based on the requirements outlined in the RFP, subject to current market pricing, and an initial estimate of 5,300 licensed cash devices.