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May 27, 2010

TO ALL INTERESTED VENDORS:

**AMENDMENT #3 TO
REQUESTS FOR PROPOSALS
FOR UNIFIED SYSTEM ISSUED MAY 14, 2010.**

Strike Section 4.7.1.1.15

Strike Section 4.7.1.1.16. Replace with the following;

4.7.1.1.16 Litigation Security or a Covenant Not to Sue (See Appendix "B") as required in Section 4.19.

Strike Section 4.16

Strike Section 4.19 (including 4.19.1, 4.19.2). Replace with the following;

4.19 Litigation Security

4.19.1 Each Vendor must submit with the proposal a litigation security in the form of a certified or cashier's check in the amount of \$500,000 made payable to the Nebraska Lottery, or a litigation bond in the amount of \$500,000 issued by a surety licensed to do business in Nebraska on a form acceptable to the Nebraska Lottery. The certified or cashier's check will be forfeited and a claim will be made on the bond if:

- (a) The Vendor or any agent of the Vendor sues the Nebraska Lottery, the Nebraska Department of Revenue, the State of Nebraska, or any officer or employee thereof regarding any matter relating to this RFP or regarding any matter related to the awarding of a contract pursuant to this RFP, and
- (b) The Nebraska Lottery or other defendant is the prevailing party in such a suit.

4.19.2 The purpose of the litigation security is to discourage unwanted or frivolous litigation by permitting the Nebraska Lottery, the Nebraska Department of Revenue, the State of Nebraska and any officers or employees thereof to recover damages, including attorney fees and court costs resulting from such litigation.

4.19.3 The litigation security will be retained for a period of two (2) years from the date of the submission of the proposal.

4.19.4 As an alternative to the litigation security, the Vendor may execute and release a Covenant Not to Sue (Appendix "B").

Strike Appendix "B". Replace with the following;