

Georgia Lottery Corporation

250 Williams Street, Suite 3000
Atlanta, Georgia 30303



Date

October 7, 2022

The Georgia Lottery Corporation (“GLC”) is seeking proposals for an Investigative Case Management System and associated implementation and maintenance services to provide improved automation capabilities including access to information and reporting, supporting the GLC’s mission.

Investigative Case Management Solutions considered will be already written and functional in other locations that can be configured with minimal customization to meet the GLC’s needs.

This proposal should include a price quotation covering the cost of all licensing and subscriptions as well as the labor involved in the implementation of the system in accordance with the attached Scope of Work.

Background

The GLC was established in 1993 in accordance with the Georgia Lottery for Education Act; O.C.G.A. §§ 50-27-1 *et seq.* (the “Act”). For more information about GLC, please go to <https://www.galottery.com/en-us/about-us.html>.

The GLC currently has 400 employees who are located at the GLC headquarters, retail stores at the Hartsfield-Jackson Atlanta Airport, and seven district offices throughout the state. The current investigative tool that supports the Security and Investigations Department and the Compliance Department within the Coin Operated Amusement Machines Division (“COAM”) is internally hosted by GLC and has been developed, delivered, and supported by a third party vendor. The GLC responds to open records requests, issues, incidents and manages discovery information, and otherwise processes and stores the documents and activities of its investigative, adjudicative, and administrative cases. The current investigative system receives a high volume of data from GLC Investigators and COAM Compliance Inspectors daily for security/investigative related requests – Incidents, Issues, Citations, Daily and Monthly Reporting, etc.

Proposal Requirements and Schedule

This Request for Proposal (“RFP”) is being issued on Friday, October 07, 2022, and is being distributed to potential Bidders. Proposals, Price Quotations, and all supporting documentation must be received in their entirety on or before **Monday, November 07, 2022, no later than 5:00 pm ET**. Proposals received after this date and time will be rejected without exception. No provisions are made for extenuating circumstances in this RFP. The Bidder is solely responsible for the proper and timely delivery of the Proposal, as specified in this RFP.

Bidders must submit their complete Proposal, including Price Quotation and all supporting documentation, by means of uploading the required documents into the GLC’s designated Sharefile folder “Investigative Case Management System Implementation Project,” which can be accessed by means of following link:

<https://galottery.sharefile.com/f/fo0a95cb-86d4-4ac8-addc-9567fe88a19f>

Bidders must enter their name and e-mail address when prompted before they can upload any files. No other means or method of submitting a Proposal will be accepted. The Bidder should submit its response in two separate documents labeled as follows:

Contractor Name – Price Quotation – Investigative Case Management System Implementation Project

e.g. “ABC Company – Price Quotation – Investigative Case Management System Implementation Project”

Contractor Name – Proposal and Supporting Documentation – Investigative Case Management System Implementation Project

e.g. “ABC Company – Proposal and Supporting Documentation – Investigative Case Management System Implementation Project”

A Bidder may submit its proposal in multiple documents, as long as each document is properly designated (e.g. Part 1 of 2, Part 2 of 2) and all documents are received by the required date and time. A Bidder may submit a cover message, either as a separately labeled and deposited document or by e-mail to the GLC point of contact listed below. However, the cover message will not be considered by the GLC as part of the proposal. Bidders are **strongly** encouraged to allow ample time to submit their responses just in case of delivery problems or lag time. Bidders may also submit a test document in this same manner prior to the deadline.

All Proposals, Price Quotations, and supporting documents shall be submitted as portable document format (.pdf) files. In the event that the GLC is unable to open an electronic file

because the GLC does not have ready access to the software utilized by the Bidder or the file has a virus or is corrupted, the Bidder's proposal may be considered incomplete and disqualified from further consideration.

A pre-proposal teleconference has been scheduled for **Monday, October 17, 2022, at 2:00 pm ET** to discuss this RFP, accept questions and provide preliminary responses.

Potential Bidders may submit questions or requests in writing for official clarification or confirmation regarding this RFP by uploading a .pdf document labeled "(Contactor Name) Investigative Case Management System Implementation Project Questions" in the designated Sharefile folder using the link shown above by **Tuesday, October 25, 2022, at 5:00 pm ET**. The GLC will send a written response to all timely submitted questions by e-mail to all potential Bidders as soon as possible and anticipates doing so by Friday, October 28, 2022. Timely submitted questions and the GLC responses thereto shall become part of this RFP. If the GLC is unable to supply answers to questions by the anticipated date, the required date and time for submitting proposals may be extended appropriately, and potential Bidders will be notified. In addition, the GLC will also post copies of this RFP and the questions and answers on the GLC website; <https://www.galottery.com/en-us/about-us/procurement-opportunities.html>.

No other correspondence, written or oral, with the GLC shall be binding unless expressly provided by the GLC. The GLC reserves the right to make changes in this RFP at any time, including by means of appropriate addendum, amendments, or clarifications and will promptly notify all potential Bidders by e-mail and by posting such changes on the GLC website.

Effective on the date this RFP is released and until a final award is made, the Contract Compliance Attorney (herein referred to as "GLC POC") is the **sole point of contact** for any parties interested in bidding for these services. Contact with any representative of the GLC other than the designated GLC POC may result in disqualification.

Georgia Lottery Corporation Point of Contact ("GLC POC")

John Henderson, Purchasing Manager jhenderson@galottery.org (404) 215-5097

Kennyce Hart, Contract Compliance Administrator khart@galottery.org (404) 215-5041

Period of Performance

The initial software implementation and transition shall tentatively commence on December 1, 2022, and shall continue through January 31, 2023. The new system shall begin on February 1,

2023 or such earlier date as the Investigative Case Management System implementation is operational and continue through February 28, 2023. Continued Investigative Case Management System hosting plus support and maintenance shall begin after the system is fully operational.

Scope of Work

Vendor shall provide the Services and Deliverables as detailed in the Scope of Work enclosed with this RFP. In addition, the Vendor shall provide the following:

1. Create and execute detailed project plan for transitioning the existing tool and Investigative Case Management System portal.
2. Plan and execute Transition Services in such a way as to have no adverse effect on support staff and end users that use the services, or on the quality or continuity of the services being provided to such entities.
3. Provide reliable and secure implementation and support services for Investigative Case Management System, including on-demand technical support to address issues that may arise.
4. The implementation should replicate/optimize all current workflows and functions.
5. The implementation must be tested for security vulnerabilities with satisfactory results prior to going into production.
6. Restricted access to all aspects pertaining to the Investigative Case Management System website (servers, databases, etc.) to those personnel requiring appropriate levels of access and only for the time needed.
7. The transition for the Investigative Case Management system should replicate all current functions.
8. Maintenance of parallel setup for test run/QA for the new changes made in the platform. Ensure QA/Staging environment always exists.
9. Ensure secure coding which passes GLC Information Security Static and Dynamic Scans.
10. Deploy and configure the application on the production in co-coordination with GLC.
11. Post deployment of the application, the application implementation team shall monitor the performance of the application and make necessary modifications to enhance application performance. Vendor shall undertake necessary corrective actions to resolve all the reported bugs / issues to achieve Application Go Live.
12. Detailed technical documentation and training must be presented to GLC Security/Investigation Department and COAM Compliance Department on or prior to implementation.
13. The vendor shall submit the resumes/bio-data of all deployed resources. GLC reserves the rights to verify the same.
14. It would be nice to have sample(s) of previous Investigative Case Management System implementations and wireframes.

Technical Requirements

1. Software hosted on a secured private cloud-based platforms including but not limited to Microsoft Azure and Amazon Web services.
2. Provide scalable security, reliable, manageable, configurable, and high performance for applications.
3. Responsive design and mobile applications for both iOS and Android devices.
4. Software application should easily interface with existing legacy systems and provide API and JSON data exchange format for connections with external interfaces. (i.e. Microsoft SQL Server version 2012)
5. Integrate, migrate and import structured and unstructured data using data migration tools and API's.
6. A single platform for workflow needs including case management, intelligence gathering, evidence, reporting, and analytics.
7. Customizable workflow and processes for case management configurations.
8. Configurable data retention policies to ensure compliance.
9. Intelligence-led operations to document all investigative activities, centralize multi-media files, analyze forensic data, and conduct investigation research within the system.
10. Allow for real-time collaboration, communication and reporting.
11. Provide access controls and document classification for secure sharing of data.
12. Customizable dynamic auto-fill forms with configurable workflow rules and security access controls.
13. Sequential numbering system for Citations, Incident Reports containing Day/Month/Year.
14. Adaptable to allow specific entry of Georgia Lottery ticket information.
15. Ability to import Georgia Lottery retailer information.
16. Allow file attachments including but not limited to PDF, Microsoft Word, Microsoft Excel, JPEG, and other media files.
17. Generate non-editable final reports.
18. Generation audit trail for all activities.
19. Security Audits
20. Vendor maintained
21. Import historical databases
22. Searchable using varied parameters to find, filter and export data.
23. Ability to find connections by using automatic link analysis for any data set in the system.
24. Management tool to approve reports and assign reports.
25. Ability to complete reports in the field (application preferred)
26. Ability for third party to sign document on tablet and/or laptop.

27. Capture and record all titled incident analytics for monitoring and reporting purposes.
28. Ability to generate Administrative Citation option in Incident reports.
29. For the sake of this effort and any effort relating to implementation and support of the portal: Three types of Security vulnerability scans shall be performed by GLC in QA and Production environments: Static & Dynamic code scans, and website scan(s). Complete and detailed results shall be reviewed by GLC Information Security for remediation SLA requirement(s) prior to production launch/continuation.
 - a. Risk assessments can be conducted on any entity within the GLC or any outside entity that has signed a Third Party Agreement with the GLC. Risk assessments can be conducted on any information assets and/or systems, to include applications, servers, and networks, and any process or procedure by which these systems are administered and/or maintained. (REF: RE 10.15)
 - b. Information Security utilizes various methods and tools to assess risk. The produced results, depending on many factors, may aggregate a high level of risk than that produced by an automated or manual tool itself. This precipitates the need for Information Security to review each and every risk assessment result for analysis to determine risk, which in turn will produce an SLA for remediation.
 - c. SLA's can be categorized as Critical, Urgent, High, Medium and/or Low and carry a generic minimum SLA of 0 Days (Immediate), 14 days, 30 days, 60 days and 90 days, respectively for remediation. The analysis of all findings may aggregate to higher risk category and thus sooner SLA for remediation.
30. GLC Information Security shall be included in final approval for any launch to production, change of architecture, or any changes to the scope of project.
31. To ensure the protection of GLC enterprise information assets, the latest approved software and hardware must be utilized.
32. Any GLC contractor, third party, or partner databases containing sensitive or restricted GLC data and utilized by GLC personnel, contractors, partner, third party, must be able to provide at least 256 bit encryption at rest and in transit. If access is needed by external agencies, outside assessment form must be submitted.

Additional Security Requirements

1. Provide a description of the security breach notification process.
2. Provide documented regulatory compliance assessment results.
3. Describe where and how data is stored.
4. Provide documentation of backup and retention strategies.
5. Allow encrypted sensitive data using keys that any cloud provider does not have access to.

6. Provide access to logs and audit information upon request.
7. Allow Georgia Lottery Corporation to conduct vulnerability scanning and configuration audits or provide the information upon request.

Bid Evaluation

While price will be an important factor in the evaluation of any proposals, it alone will not be the deciding factor in any GLC decision. Instead, the GLC shall enter into a contract with the Bidder whose proposal is determined to be the most advantageous for the GLC, considering all the conditions set forth in the RFP, and which the GLC believes provides the greatest long-term benefit to the State of Georgia, the greatest integrity for the GLC, and the best services and products for the public. Further, issuance of the RFP does not constitute a commitment on the part of the GLC to award a contract pursuant to this RFP. The GLC reserves the right to reject any and all proposals submitted in response to this RFP, in whole or in part, and to award a contract pursuant to this RFP or cancel this RFP if it is considered to be in the best interest of the GLC.

A bidder shall submit its bid using the price quotation form attached hereto as Exhibit B. The GLC prefers a firm quote on the implementation services. Include any licenses or subscriptions as required by this project. At a minimum, each vendor should provide a budgetary fixed price proposal for the full scope of described items in this RFP and provide detailed pricing information for the proposed solution. Include list prices and discounted prices. Include details for all pricing including license, support, and implementation, as required by this project.

To assist the GLC in evaluating a proposal, a bidder should provide any and all supporting documentation that it feels relevant. Such documentation shall include (a) a comprehensive portfolio of past and current work that reflects or exceeds the needs outlined in this request for proposal; (b) information regarding the personnel who will be involved in this project, demonstrating that the bidder has ample, reliable, and knowledgeable staff who will be dedicated both during the implementation process as well as all subsequent support and maintenance; (c) a detailed explanation of the services to be provided and how the Bidder proposes to meet all the requirements of this RFP; and (d) relevant documentation showing the Bidder's financial responsibility, security, and integrity. Bidders shall also complete and return the attached Exhibit C, providing a list of four (4) references for which they provided Investigative Case Management Implementation Services, including the telephone number and e-mail address of a contact for each reference.

In evaluating bids, the GLC will place special emphasis on a vendor's experience in developing and transitioning GLC's Investigative Management tools to Investigative Case Management System, its breadth of experience, and the expertise and experience of the personnel who will be working on this project.

The GLC reserves the right to require a Bidder to make a formal presentation by means of a telephone conference call or similar conference at a mutually agreeable time or to ask a Bidder to clarify any portion of its proposal after submission and/or to provide any additional documentation from a Bidder that it deems necessary. Prior to such presentation, Bidders must execute a non-disclosure agreement. The GLC further reserves the right to negotiate with a Bidder in any manner deemed necessary or appropriate by the GLC to serve the best interests of the GLC.

Additional Requirements and Considerations

- All proposals will be an irrevocable offer for ninety (90) calendar days from the proposal due date.
- The GLC is not responsible or liable for any of the costs incurred by the firm in preparing and/or submitting a proposal pursuant to this RFP.
- The successful bidder will enter into a contract with the GLC containing provisions substantially similar to those contained in GLC contracts with other vendors supplying comparable products or services.
- In submitting a proposal, the Bidder agrees not to use the results thereof as a part of any commercial advertising without the prior written consent of the GLC.
- The GLC is the only entity authorized to issue news releases relating to this RFP, its evaluation, and the award of any contract and performance thereunder. Under no circumstances shall any bidder issue any such news releases without the express prior written consent of the GLC in each instance.
- The successful bidder may be required to post a performance bond or other suitable security in an amount deemed necessary by the GLC.
- The successful bidder must comply with all the requirements of the Georgia Lottery for Education Act (O.C.G.A. §§50-27-1 *et seq.*) and other applicable federal, state, and local laws and regulations.
- The successful Bidder must participate in the federal E-verify program and submit an affidavit with its proposal providing proof of such registration and participation. A copy of the E-verify affidavit is attached as Exhibit D.

- In accordance with the Act, the selected Bidder may be required to pass a security and financial responsibility background check. All employees, agents and representatives of the successful Bidder and any permitted subcontractors of Bidder assigned to this project and working on GLC premises will be required to submit to a criminal background investigation. The GLC reserves the right, in its sole discretion, to disqualify any person from working on this project based on criminal background checks, and the GLC shall have no liability regarding such disqualification.
- On a separate document titled “Litigation, Bankruptcy, Criminal, and Disciplinary Proceedings,” Bidders must specifically list all material litigation to which they are a party or have been a party during the past five (5) years and any bankruptcy, insolvency, or similar proceeding to which they may have been subjected to, as well as any finding or plea, conviction, or adjudication of guilt in state or federal court for any felony or other criminal offense other than a traffic violation entered against the Bidder or any individual who will be providing services to GLC under this Contract. Bidders must also disclose if it or any of such individuals have been a party to any professional disciplinary action during the past five (5) years. If the Bidder has no such litigation, bankruptcy, criminal, or disciplinary proceedings to report, then it shall state in the document that it has no such proceedings to report.
- The selected Bidder will be required to complete and execute an Outside Party Access Agreement, a copy of which is attached hereto as Exhibit E, before beginning work on this Project.
- **The proposal must be signed by a corporate representative who is authorized to contractually bind the organization.** Bidders must also provide the GLC with the name, business address, e-mail address, and business telephone number of a person who will act as the contact person for all inquiries during the evaluation process. This person shall be authorized to make representations for and bind the Bidder contractually.

**EXHIBIT B
PRICE QUOTATION**

Firm: _____ **Date:** _____

Licensing \$ _____

Implementation Costs \$ _____

Software Support and Maintenance \$ _____

Hourly Rates for enhancements \$ _____

Other Costs (Please specify) \$ _____

TOTAL \$ _____

EXHIBIT C
REFERENCES

Firm: _____ Date: _____

Provide References – Please list four (4) major customers for which you have provided similar services.

Company: _____
Address: _____

Contact: _____
Phone #: _____
E-mail: _____

Company: _____
Address: _____

Contact: _____
Phone #: _____
E-mail: _____

Company: _____
Address: _____

Contact: _____
Phone #: _____
E-mail: _____

Company: _____
Address: _____

Contact: _____
Phone #: _____
E-mail: _____



Exhibit D

Georgia Lottery Corporation ("GLC")
Contractor/Supplier/Vendor Affidavit

The GLC Contract Holder, signed below, confirms and verifies its compliance with Georgia law (See OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the GLC: (*check and complete #1 or #2 below*)

____1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as "E-Verify", or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Legal Business Name of Georgia Lottery Contract Holder/Applicant

____2. Employs no employees, or otherwise does not fall within the requirements of OCGA § 13-10-91.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____(city)_____(state).

Signature of Authorized Owner/Officer

Printed Name and Title of Authorized Owner/Officer-----

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT E

GEORGIA LOTTERY CORPORATION OUTSIDE PARTY ACCESS AGREEMENT

This Outside Party Access Agreement (the "Agreement") by and between the Georgia Lottery Corporation, a Georgia corporation, with principal offices at 250 Williams Street, Suite 3000, Atlanta, Fulton County, Georgia, 30303. The Georgia Lottery Corporation and

a _____ corporation,

with

principal

offices at _____

("Company"), is entered into as of the date last written below ("the Effective Date").

This Agreement consists of this signature page and the following attachments that are incorporated in this Agreement by this reference. All network access must be in accordance with the GLC's Third Party Access regulation RE 10.3 Third Party Access.

Attachment 1: Outside Party Access Agreement Terms and Conditions

Attachment 2: Outside Party Access Request Form

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by Georgia law without regard to choice of law provisions. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

<Company>

Georgia Lottery Corporation

Georgia Lottery Corporation

Authorized Signature

CTO Signature

InfoSec Approval Signature

Printed Name

Printed Name

Printed Name

Date

Date

Date

Attachment 1

OUTSIDE PARTY ACCESS AGREEMENT

TERMS AND CONDITIONS

OBJECTIVE: To ensure that a secure method of connectivity is provided between the Georgia Lottery Corporation and Company and to provide guidelines for the use of network and computing resources associated with the Network Connection as defined below.

DEFINITION: "Network Connection" means any connectivity to any Georgia Lottery Corporation owned technology assets.

1. RIGHT TO USE NETWORK CONNECTION

Company may only use the Network Connection for business purposes as outlined by the Outside Party Access Request Form.

2. GEORGIA LOTTERY CORPORATION-OWNED EQUIPMENT

- 2.1 Georgia Lottery Corporation-Owned Equipment will only be configured for TCP/IP and will be used solely by Company on Georgia Lottery Corporation's premises and for the purposes set forth in this Agreement.
- 2.2 Company may modify the configuration of Georgia Lottery Corporation-Owned Equipment only after notification and approval in writing by authorized Georgia Lottery Corporation personnel.
- 2.3 Company will not change or delete any passwords set on Georgia Lottery Corporation-Owned Equipment without prior approval by authorized Georgia Lottery Corporation personnel. Promptly upon any such change, Company shall provide the Georgia Lottery Corporation with such changed password.

3. NETWORK SECURITY

- 3.1 Company will allow only Company employees approved in advance by the Georgia Lottery Corporation ("Authorized Company Employees") to access the Network Connection or any Georgia Lottery Corporation-Owned Equipment. Company shall be solely responsible for ensuring that Authorized Company Employees are not security risks and upon Georgia Lottery Corporation request, Company will provide the Georgia Lottery Corporation with any information reasonably necessary for the Georgia Lottery Corporation to evaluate security issues relating to any Authorized Company Employee access to the Network Connection or any Georgia Lottery Corporation-Owned Equipment.
- 3.2 Company will promptly notify the Georgia Lottery Corporation whenever any Authorized Company Employee leaves Company's employ or no longer requires access to the Network Connection or Georgia Lottery Corporation-Owned Equipment.
- 3.3 Each party will be solely responsible for the selection, implementation, and maintenance of security regulations and procedures that are sufficient to ensure that (a) such party's use of the

Network Connection (and Company's use of Georgia Lottery Corporation-Owned Equipment) is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss alteration or destruction.

4. NOTIFICATIONS

Company shall notify the Georgia Lottery Corporation in writing promptly upon a change in the user base for the work performed over the Network Connection or whenever in Company's opinion a change in the connection and/or functional requirements of the Network Connection is necessary.

5. PAYMENT OF COSTS

Each party will be responsible for all costs incurred by that party under this Agreement, including, without limitation, costs for telephone charges, telecommunications equipment, and personnel for maintaining the Network Connection.

6. DISCLAIMER OF WARRANTIES

NEITHER PARTY MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM ANY DELAY, OMISSION OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF DATA PURSUANT TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8. CONFIDENTIALITY

The parties acknowledge that by reason of their relationship to each other hereunder, each will have access to certain information and materials concerning the others technology and products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to outside parties ("Confidential Information"). Should such Confidential Information be orally or visually disclosed, the disclosing party shall summarize the information in writing as confidential within thirty (30) days of disclosure. Each party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any outside party, any such Confidential Information revealed to it by the other party. Each party will take every reasonable precaution to protect the confidentiality of such Confidential Information. Upon request by the receiving party, the disclosing party shall advise whether or not it considers any particular information or materials to be Confidential Information. The receiving party acknowledges that unauthorized use or disclosure thereof could cause the disclosing party irreparable harm that could not be compensated by monetary damages. Accordingly, each party agrees

that the other will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party's Confidential Information. The receiving party's obligation of confidentiality shall not apply to information that: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a outside party who is not in breach of an obligation of confidentiality to the party to this agreement which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party.

9. TERM, TERMINATION, AND SURVIVAL

This Agreement will remain in effect until terminated by either party. Either party may terminate this agreement for convenience by providing not less than thirty (30) days prior written notice, which notice will specify the effective date of termination. Either party may also terminate this Agreement immediately upon the other party's breach of this Agreement. Sections 5, 6, 7, 8, 10.1 and 10.2 shall survive any termination of this Agreement.

10. MISCELLANEOUS

- 10.1 Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 10.2 Waiver. The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- 10.3 Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.
- 10.4 Force Majeure. Neither party will be liable for any failure to perform its obligations in connection with any transaction or any document if such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

Attachment 2

OUTSIDE PARTY ACCESS REQUEST FORM

In accordance with Georgia Lottery Corporation Regulation *RE 10.3 Third Party Access*, all requests for access by an outside party must be accompanied by this completed Outside Party Access Request Form. This document should be completed by the Georgia Lottery Corporation person or department requesting the Network Connection (e.g. Sponsoring GLC Department/Employee).

A. Contact Information

GLC Requester Information

Name:

Department Number:

Manager's Name:

VP/Director's Name:

Phone Number:

Email Address:

GLC Technical Contact Information:

Name:

Department:

Manager's Name:

Director's Name:

Phone Number:

Email Address:

GLC Back-up Point of Contact:

Name:

Department:

Manager's Name:

Director's Name:

Phone Number:

Email Address:

- B. Problem Statement/Purpose of Connection** what is the desired end result? Company must include a statement about the business needs of the proposed connection.

- C. Scope of Needs** (In some cases, the scope of needs may be jointly determined by the supporting organization and the Outside Party.)

What services are needed?

What are the privacy requirements (i.e. do you need encryption)?

What are the bandwidth needs?

How long is the connection needed?

Future requirements, if any:

D. Outside Party Information

Outside Party Name:

Management contact (Name, Phone number, Email address):

Location (address) of termination point of the Network Connection (including building number, floor and room number):

Main phone number:

Local Technical Support Hours (7X24, etc.):

--

Escalation List:

--

Host/domain names of the Outside Party:

Names (Email addresses, phone numbers) of all employees of the Outside Party who will use this access:

--

What are peak hours?:

Are there any known issues such as special services that are required?:

Are there any unknown issues at this point, such as what internal Georgia Lottery Corporation services are needed?:

Is a backup connection needed? (e.g., are there any critical business needs associated with this connection?):

What is the requested installation date? (Minimum lead-time is 60 days):

What is the approximate duration of the Outside Party Network Connection?:

Has a Non-Disclosure Agreement been fully executed with the Outside Party or the appropriate employees of the Outside Party?:

Are there any existing Network Connections at the Georgia Lottery Corporation with this company? If so provide specifics of the connections:

Additional Information:

Attachment 3

PROPOSAL CERTIFICATION FORM

NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED. FAILURE TO SIGN THIS FORM AND INCLUDE IT WITH YOUR PROPOSAL WILL RESULT IN REJECTION OF YOUR PROPOSAL.

We propose to provide the services named in this Request for Proposal ("RFP") for **Investigative Case Management System** to the Georgia Lottery Corporation ("GLC"). The terms offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the RFP and the Georgia Lottery for Education Act, O.C.G.A. §§ 50-27-1 et seq., as amended from time to time. Any exceptions are noted in writing and included with our proposal.

It is understood and agreed that we have read the Georgia Lottery Corporation's Scope of Work referenced in the RFP and that this proposal is made in accordance with the provisions of the scope of work. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all the GLC requirements. We further agree, if awarded a contract, to deliver services that meet or exceed the Scope of Work.

PROPOSAL SIGNATURE AND CERTIFICATION

(Authorized representative must sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I understand and agree to abide by all conditions of the RFP and this proposal and certify that I am authorized to sign this proposal for the responding firm. I further certify that the provisions of O.C.G.A. §§ 45-10-20 et seq. have not been and will not be violated in any respect.

Authorized Signature: _____

Date: _____

Print Name: _____

Title: _____

Company Name: _____

Address: _____

Phone # _____

E-mail _____

Fax # _____