

Georgia Lottery Corporation

250 Williams Street, Suite 3000
Atlanta, Georgia 30303



Date

July 12, 2024

The Georgia Lottery Corporation (“GLC”) is seeking quotations for a cloud-based contract lifecycle management (CLM) software application. Through this RFQ, bidders must demonstrate through the documents submitted with this quotation that they have the necessary qualifications and experience to provide the software application and software support to the GLC.

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>.

Quotation Requirements and Schedule

This Request for Quotation (“RFQ”) is being issued on **Friday, July 12, 2024**, and is being distributed to potential Bidders. Quotations and all supporting documentation and required exhibits must be received in their entirety on or before **Monday, August 5, 2024, no later than 5:00 pm ET**. Quotations received after this date and time will be rejected without exception. No provisions are made for extenuating circumstances in this RFQ. The Bidder is solely responsible for the proper and timely delivery of the Quotation, as specified in this RFQ.

Bidders must submit their complete Quotation, including all supporting documentation and required exhibits, by means of e-mail to the attention of the designated GLC points of contact (“POC”) listed below. All quotations and supporting documents and exhibits must be submitted as portable document format (.pdf) files. The e-mail cover message will not be considered by the GLC as part of the quotation. Bidders may submit quotations in multiple e-mails, as long as the e-mails are properly designated (e.g., Part 1 of 2, Part 2 of 2) and all e-mails are received by the required date and time. 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 submission may be considered incomplete and disqualified from further consideration. Bidders are **strongly** encouraged to allow ample time to submit their responses just in case of delivery problems or lag time.

Georgia Lottery Corporation Points of Contact (“GLC POC”)

John Henderson
Purchasing Manager
E-mail: jhenderson@galottery.org

Kennyce Hart
Contracts Administrator
E-mail: khart@galottery.org

Potential Bidders may submit questions or requests in writing for official clarification or confirmation regarding this RFQ by e-mail to the designated GLC POC. The questions should be contained in a .pdf document labeled “(Contractor Name) GLC Contract Management Software- Questions” **by Thursday, July 18, 2024, 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 thereafter and anticipates doing so by Wednesday, July 24, 2024. Timely submitted questions and the GLC responses thereto shall become part of this RFQ. If the GLC is unable to supply answers to questions by the anticipated date, the required date and time for submitting quotations may be extended appropriately, and potential Bidders will be notified.

The GLC will host a pre-bidder's conference call on **Tuesday, July 16, 2024, at 11:30 am-12:30 pm ET**.

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 RFQ at any time, including by means of appropriate addenda, amendments, or clarifications and will promptly notify all potential Bidders by e-mail.

Effective on the date this RFQ is released and until a final award is made, the designated points of contact are the **sole points of contact** for any parties interested in bidding for these services.

Period of Performance

The timeframe for the completion of this project is forty-five (45) days from the date of the software's purchase.

Scope of Work

The Contractor shall create and provide all deliverables required for the completion of the Project in accordance with the Scope of Work, a copy of which accompanies this RFQ (as Exhibit A) and shall be considered a part thereof. The Contractor shall provide all labor and materials necessary to complete the deliverables. Contractor shall complete all work in accordance with a timetable to be agreed upon between the parties. Along with the Exhibit A response, the Contractor shall complete and submit Exhibit G, the Cloud Provider Security Questionnaire.

Bid Evaluation

While price will be an important factor in the evaluation of any quotations, it alone will not be the deciding factor in any GLC decision. Instead, the GLC shall enter into a contract with the Bidder whose submission is determined to be the most advantageous for the GLC, considering all the conditions set forth in the RFQ, 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 RFQ does not constitute a commitment on the part of the GLC to award a contract pursuant to this RFQ. The GLC reserves the right to reject any and all quotations submitted in response to this RFQ, in whole or in part, and to award a contract pursuant to this RFQ or cancel this RFQ 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.

To assist the GLC in evaluating a quotation, 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 quotation; (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 to this project; (c) a detailed explanation of the services to be provided and how the Bidder proposes to meet all the requirements of this RFQ; 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 similar software and implementation services, including the telephone number and e-mail address of a contact for each reference.

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 submission and/or to provide any additional documentation from a Bidder that it deems necessary. 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 quotations will be an irrevocable offer for ninety (90) calendar days from the quotation due date.
- The GLC is not responsible or liable for any of the costs incurred by the firm in preparing and/or submitting a quotation pursuant to this RFQ.
- The successful bidder shall enter into the GLC Independent Contractor Agreement (“Contract”) attached as Exhibit D. If a Bidder has exceptions or proposed additions to the Contract, it must state the reason for the exception or addition in a document titled, “Contract Exception(s),” and state the specific contract language proposed to include in its place.
- In submitting a quotation, 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 RFQ, 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 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 Quotation providing proof of such registration and participation. A copy of the E-verify affidavit is attached as Exhibit E.
- 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 quotation 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 A

Georgia Lottery Corporation Request for Quotation (RFQ) Contract Lifecycle Management Software Scope of Work/Specifications & Requirements

Product Features and Requirements

The GLC seeks to procure a contract lifecycle management solution with the following software features:

1. Contract database
2. Contract document repository
3. Electronic signature capability
4. Digital signature capability (must meet the GLC's IT requirements)
5. Contract drafting and redlining capabilities.
6. Customizable dashboard
7. Customizable database fields
8. Status and completion tracking
9. OCR data extraction
10. Contract expiration and renewal notification, reminders, and alerts.
11. Renewal notification, reminders, and alerts for compliance documentation
12. Workflow management
13. Customizable approval process
14. Audit trail

Optional features:

1. Vendor portal/vendor onboarding capabilities
2. Spend tracking capabilities
3. Pre-built templates
4. Full text search
5. Version control
6. Customizable branding
7. API capabilities for integration with Microsoft Dynamics 365 (General ledger and vendor (listing) modules)
8. Customizable user roles and permissions
9. Out-of-the-box and customizable reports and report templates
10. Mobile application

Requirements include:

1. Unlimited Users
2. Supported implementation and rollout
3. Email/Help Desk/ Phone support
4. Unlimited training
 - a. Live or
 - b. Online and
 - c. Documentation/Knowledge base

Deliverables:

1. The vendor must submit a detailed project plan for implementation and rollout of software.
2. The vendor will be required to execute the transfer of all contract data from current GLC databases and repositories into the new application.
3. The vendor will be responsible for providing post implementation support services.

Information Technology Requirements:

1. Software would need to be compatible with Active Directory/Azure Single-Sign-on
2. At minimum secure communication protocol (e.g., SSL)

Information Security Requirements:

1. Please complete the Cloud Provider Security Questionnaire and submit it with your response. (Exhibit G)

**EXHIBIT B
PRICE QUOTATION**

Firm: _____ **Date:** _____

Annual per user license costs	\$ _____
Implementation Costs	\$ _____
Training and Support	\$ _____
Other Costs (Please specify)	\$ _____
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

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____, 20__, by and between the GEORGIA LOTTERY CORPORATION ("GLC"), a public corporation and state instrumentality created pursuant to the Georgia Lottery for Education Act (O.C.G.A. §§ 50-27-1 et. seq.) as may be amended from time to time, (the "Act"), and _____, ("Contractor").

WITNESETH:

WHEREAS, GLC was created to organize and operate a state lottery in the State of Georgia;

WHEREAS, Contractor submitted the Quotation on _____, 20__, attached hereto as **Exhibit #1** and incorporated herein by reference (the "Quotation") to GLC in response to GLC's Request for Quotations for contract lifecycle management software dated July 12, 2024, attached hereto as **Exhibit #2** and incorporated herein by reference (the "RFQ"), as interpreted by GLC's answers to questions concerning the RFQ, which were distributed by GLC on _____, 20__, attached hereto as **Exhibit #3** and incorporated herein by reference (the "Answers"); and

WHEREAS, subject to the terms and conditions hereinafter set forth, GLC desires for Contractor to provide certain Services as contemplated by the RFQ, the Quotation, and the Answers;

FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, GLC retains Contractor to provide the services set forth in the RFQ, the Quotation, and the Answers, and Contractor agrees to render such services to GLC. Contractor shall perform such services as specified therein or as otherwise may be requested in writing by GLC from time to time.

2. Independent Contractor.

- a. Both the GLC and Contractor (including any subcontractors of Contractor), in the performance of this Agreement, will be acting in their own separate capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees, agents, or partners of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property or other claim arising out of the acts or omission of the other party or any of its agents, employees, or subcontractors. It is expressly understood and agreed that Contractor is an independent contractor of GLC in all manners and respects and that Contractor does not have any right, power, or authority to act in any way on behalf of GLC or to create any obligation, express or implied, on behalf of GLC or to bind GLC to any liability or obligation or to represent that it has any such authority. In keeping with its status as an independent contractor, Contractor shall be free to control the manner and method of its work, within the requirements of this Agreement to perform, in a timely manner, the duties specified herein.
- b. GLC and Contractor understand and agree that Contractor is not entitled to, or eligible to participate in, any benefits or privileges given or extended by GLC to its employees, including, but not limited to, participation in GLC's insurance and retirement programs or coverage for social security, workers compensation, or any state disability law. Contractor hereby covenants, represents, and warrants that Contractor and any of its personnel performing under this Agreement are not entitled to any benefits provided by GLC to its employees.
- c. Nothing in this Agreement shall be construed as creating a promise or guarantee by GLC of any future employment or work of any kind for Contractor. Contractor is free to solicit from or provide to other parties besides GLC any type of work or services, provided that the performance of such work or services does not impair in any way Contractor's performance of the services to GLC under this Agreement or otherwise is prejudicial to the interest of GLC, and that Contractor does not reveal any confidential or proprietary information obtained in the course of rendering services for GLC.
- d. Contractor shall be solely responsible for any and all tax obligations or fees arising

from compensation Contractor receives for Services rendered under this Agreement, including, but not limited to, any federal, state, or city tax requirements, social security, unemployment, workers compensation, FICA, and other payroll tax withholding requirements.

- e. GLC shall have the right, at any time and from time to time, to instruct Contractor not to use the services of any Subcontractor, individual, or employee in connection with the services to be performed for GLC under this Agreement, and Contractor shall comply with all such instructions, subject to all applicable laws, rules, and regulations.

3. Compensation.

- a. As full and complete compensation for all services rendered under this Agreement, GLC will pay Contractor, and Contractor will accept, the amount set forth in the Pricing Summary contained in Exhibit #1.
- b. Subject to the availability of funds and any other restrictions imposed by the Act or this Agreement, GLC will pay to Contractor all amounts due under this Agreement in accordance with the payment terms set forth in the Pricing Summary contained in Exhibit #1.

4. Term. Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence as of the date hereof and shall end on _____.

5. Books and Records. Contractor hereby authorizes GLC to inspect the books, accounts, and such other records of Contractor that reflect, deal with, or are related to the performance of its obligations under this Agreement, and to make copies of or extracts from any or all of the same at any reasonable time during normal business hours during the term of this Agreement and for two (2) years thereafter.

6. Confidentiality

- a. For purposes of this Agreement, "Confidential Information" means any and all items that are: (i) marked "Confidential" or some such similar designation; (ii) received by Contractor during the course of its performance under this Agreement

that concern the financial, security, marketing, sales, technology, or other affairs of GLC, its officers, employees, or agents, or (iii) valuable, proprietary, and confidential information belonging to or pertaining to GLC that does not constitute a "Trade Secret" (as defined under applicable law) and that is not generally known but is generally known only to GLC and those of its employees, independent contractors, or agents to whom such information must be confided for business purposes, including, without limitation, information regarding GLC's customers, suppliers, manufacturers, and distributors.

- b. In recognition of the need of GLC to protect its legitimate business interests, Contractor hereby covenants and agrees that with regard to any: (i) Confidential Information, at all times during its engagement by GLC and for a period of three (3) years following the expiration or termination of this Agreement for any reason; and (ii) Trade Secrets, at all times such information remains a "trade secret" under applicable law, Contractor will regard and treat all such information as strictly confidential and wholly owned by GLC and will only use such information for the purposes of and in accordance with this Agreement and will not, for any reason or in any fashion, either directly or indirectly use, disclose, transfer, assign, disseminate, reproduce, copy, or otherwise communicate any such Confidential Information or Trade Secrets to any individual or entity for any other purpose without the prior written permission of GLC. In addition, to the extent the Act or any other applicable law imposes any greater restrictions or prohibitions with respect to any Confidential Information, Trade Secrets, or other information or property of GLC, Contractor covenants and agrees that it shall comply with such greater restrictions or prohibitions.
 - c. Contractor shall be responsible for any breach of this Section 6 by its employees, agents, and subcontractors, and shall, upon request by GLC, require any of its employees, agents, or subcontractors performing under this Agreement to execute a confidentiality agreement containing the same provisions as are contained in this Section 6.
 - d. Contractor agrees that financial arrangements between Contractor and GLC shall remain confidential and that it shall not disclose said arrangements to any third party without the prior written consent of GLC.
7. Work Product. All work product, property, data, documentation, or information or materials conceived, discovered, developed, or created by Contractor pursuant to this

Agreement (collectively, the "Work Product") shall be owned exclusively by GLC. To the greatest extent possible, any Work Product shall be deemed to be a "work made for hire" (as defined in the Copyright Act, 17 U.S.C.A. § 101 *et seq.*, as amended) and owned exclusively by GLC. Contractor hereby unconditionally and irrevocably transfers and assigns to GLC all right, title, and interest that Contractor has or may acquire in or to any Work Product, including, without limitation, all patents, copyrights, trade secrets, trademarks, service marks, and other intellectual property rights therein. Contractor hereby waives any such right, title, or interest not subject to transfer or assignment. Contractor agrees to execute and deliver to GLC any transfers, assignments, documents, or other instruments that GLC may deem necessary or appropriate, from time to time, to vest complete title and ownership of any Work Product, and all associated intellectual property and other rights, exclusively in GLC. Contractor warrants that it shall at all times ensure the protection of GLC's patents, copyrights, trademarks, service marks, and other intellectual property rights in Contractor's Work Product, and Contractor agrees to assist GLC in whatever ways GLC may deem appropriate in protecting and enforcing its intellectual property rights. During the performance of the services specified herein, Contractor shall be responsible for any loss or damage to any Work Product while in the possession of Contractor, and any loss or damage thereto shall be restored at Contractor's expense. GLC shall have full, immediate, and unrestricted access to all Work Product during the term of this Agreement.

8. Nondiscrimination.

- a. Contractor shall not discriminate against any employee or applicant for employment because of his or her race, color, religion, sex, handicap, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, disability, national origin, or ancestry.
- b. Consistent with the Act, Contractor agrees to make every reasonable effort to include the participation by minority businesses in the performance of its services pursuant to this Agreement. Specifically, and without limitation, any human resources services performed for the GLC will include appropriate attention to the hiring and training of qualified minority applicants in accordance with the Act and all written policies and procedures adopted by the GLC from time to time.

9. Publicity. Contractor hereby agrees not to use GLC's name, logo, trademark, or service

mark, nor to make reference to this Agreement in any promotional materials, client lists/reference listings, or in any advertising in support of a particular product, service, organization, or point of view, without GLC's written permission.

10. Licensing. Contractor agrees to acquire and maintain any and all licenses, permits, bonds, and insurance necessary under local, municipal, state, and federal laws for the fulfillment and performance of this Agreement.
11. Limitation of Liability. The payment obligations undertaken by GLC under this agreement are subject to the availability of funds to GLC. There shall be no liability on the part of GLC except to the extent of available funds permitted to be paid from the proceeds of lottery operations and other funds available to GLC. Notwithstanding anything herein to the contrary, under no circumstances will the State of Georgia, its general fund, or any of its agencies or political subdivisions be responsible or liable as a result of this agreement or any liability created hereby or arising hereunder.
12. Compliance with Laws. Contractor agrees to comply with all applicable rules, procedures, and regulations adopted from time to time by GLC under the Act and all other applicable federal, state, and local laws, rules, regulations, ordinances, or executive orders.
13. Representations and Warranties. Contractor hereby certifies, represents, and warrants to GLC as follows:
 - a. Contractor has the full power, authority, ability, and legal right to execute and deliver this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary actions of Contractor.
 - b. This Agreement constitutes the legal, valid, and fully binding obligation of Contractor and is enforceable in accordance with its terms; and
 - c. The execution, delivery, and performance of this Agreement have been consented to and authorized by all individuals or entities required to consent to and authorize the same, will not contravene any law, regulation, judgment, or decree applicable to Contractor, and will not cause or result in a breach of or default under any other agreement, contract, or understanding to which Contractor is a party.
 - d. Contractor and its agents, employees, and subcontractors possess all the necessary

skills required to provide all services under this Agreement and that the services will be performed in a professional and workmanlike manner in accordance with any specifications contained in this Agreement and with industry standards applicable to the services being performed.

- e. Contractor is not engaged in and shall not, for the duration of this Agreement, engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

14. Termination.

- a. Notwithstanding anything herein to the contrary, GLC may immediately terminate this Agreement at any time, for any reason or for no reason, by delivering written notice thereof to Contractor, subject to Cancellation Fees, if any, in Exhibit #1.
- b. Notwithstanding anything herein to the contrary, Contractor may terminate this Agreement at any time, for any reason or for no reason, by delivering four (4) weeks prior written notice thereof to GLC, subject to Cancellation Fees, if any, in Exhibit #1.

15. Indemnification. Contractor agrees to indemnify, defend, and hold harmless GLC, its directors and officers, the State of Georgia and its agencies and political subdivisions, and their respective agents, officers, and employees, against any and all suits, damages, expenses (including, without limitation, court costs, attorneys' fees and other damages), losses, liabilities, and claims of any kind, alleged in any way to arise out of, be caused by or result from: (a) Contractor performing services under this Agreement or GLC's payment for such services pursuant to the Agreement, including any liability arising from federal, state, or other taxing authorities arising from or associated with Contractor's tax reporting or tax withholding practices for personnel performing services pursuant to this Agreement; (b) GLC's use of Contractor's Work Product, including any claims of violation of third party intellectual property rights; (c) any failure by Contractor to comply with all applicable laws and regulations, (d) any privacy or security breach or violation of the requirements of this Agreement in regard to any Confidential Information or Trade Secrets in the possession of or under the control of Contractor; or (e) any other act or omission of Contractor or any of its agents, employees, or subcontractors, whether the same may be the result of negligence, responsibility under strict liability standards, any other substandard conduct or otherwise.

16. Conflict Resolution Procedures. Prior to bringing any judicial enforcement action with

respect to any claims or controversies arising in connection with the performance of this Agreement, Contractor must first pursue and exhaust any and all remedies available to it in accordance with the dispute resolution procedures adopted by GLC, as amended from time to time.

17. Notices.

All notices and statements provided for or required by this Agreement shall be in writing, and shall be delivered personally to the other designated party, or mailed by certified or registered mail, return receipt requested, or delivered by a recognized national overnight courier service, as follows:

If to GLC: Georgia Lottery Corporation
 250 Williams Street
 Suite 3000
 Atlanta, GA 30303-1071
 Gretchen Corbin, President and Chief Executive Officer

If to Contractor: Name
 Address
 City

Either party hereto may change the address to which notice is to be sent by written notice to the other party in accordance with the provisions of this Section 17.

18. Survival. The rights, duties, and obligations of GLC and Contractor under Section 5 (Books and Records), Section 6 (Confidentiality), Section 7 (Work Product), Section 9 (Publicity), Section 11 (Limitation of Liability), Section 13 (Representations and Warranties), Section 15 (Indemnification), Section 17 (Contract Resolution Procedure), and Section 19(c) (Governing Law; Venue) of this Agreement shall survive the termination of this Agreement.

19. Miscellaneous.

- a. This Agreement, including all attached Exhibits, contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto.

The terms and conditions of this Agreement will apply to all Statements of Work (“SOW”), Purchase Orders (“PO”), or similar documents, regardless of how nominated, issued hereunder. To the extent there are any ambiguities or inconsistencies between this Agreement and a SOW, PO, or similar document, this Agreement shall govern. In the event terms and conditions in a SOW, PO, or similar document are specifically identified as superseding the related terms and conditions of this Agreement, then such terms and conditions shall prevail only as they relate to that individual SOW, PO, or other document.

- b. No waiver, termination, or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.
- c. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and any cause of action arising hereunder must be brought in the Superior Court of Fulton County, Georgia. Contractor hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any proceeding which is brought in such a court.
- d. Contractor may not assign this Agreement, in whole or in part, without the prior written consent of GLC, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.
- e. This Agreement shall be binding on Contractor and its successors and permitted assigns.
- f. The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.
- g. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully

executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

- h. If any provision of this Agreement shall be held void, voidable, invalid, or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid, or inoperative provision had not been contained herein.
- i. Upon the request of GLC, Contractor agrees to take any and all actions, including, without limitation, the execution of certificates, documents, or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement.
- j. All employees, agents, and representatives of Contractor (and any permitted subcontractors of Contractor) performing services on-site for GLC under this Agreement will be required to submit to a criminal background investigation.
- k. Upon the request of GLC, Contractor agrees to participate in training programs, seminars and conferences sponsored by the GLC, professional lottery organizations or any of the GLC's major vendors.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement to the effective as of the day and year first above written.

“GLC”
GEORGIA LOTTERY CORPORATION

By: _____

Its: _____

Date: _____

:

“Contractor”

By: _____

Its: _____

Date: _____



Exhibit E

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 F

MUTUAL NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (the “Agreement”), dated this _____ day of _____, 2024, is entered into by and between the **GEORGIA LOTTERY CORPORATION (“GLC”)**, a public corporation and state instrumentality created pursuant to the Georgia Lottery for Education Act (O.C.G.A. §50-27-1 et seq., as may be amended from time to time, the “Act”), with principal offices at 250 Williams Street, Suite 3000, Atlanta, Georgia 30303-1042, and _____ (company legal name, the “**Company**”) a business entity organized and existing under the laws of the state of _____, with offices located at _____.

WHEREAS, GLC and the **Company** each desire to disclose to each other on a confidential basis certain proprietary information solely for the purpose of evaluating a possible transaction or business relationship between themselves (the “Evaluation”) relating to the Company’s proposals for Contract Lifecycle Management (CLM) software and related services for the GLC, including but not limited to CLM implementation, maintenance, licensing, support services, et al., as well as the possible implementation of Company’s recommended solutions for same upon satisfactory agreement; and

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GLC** and the **Company** agree as follows:

1. *Confidential Information.* “Confidential Information” shall include any and all proprietary information disclosed by one party to the other in the context of the Evaluation, whether before or after the date indicated above, regardless of the form of disclosure, that relates to the disclosing party’s trade secrets and businesses, including but not limited to its products, designs, business plans, business opportunities, finances, information technology, research, development, and know-how. No formal identification of materials or other information as “Confidential Information” shall be required.
2. *Non-disclosure.* Each party agrees, represents and warrants that it: (i) shall use Confidential Information solely for purposes of the Evaluation and shall not use Confidential Information in any way for its own or any third party’s benefit; (ii) shall not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees or agents who have a need to know for purposes of the Evaluation and who have been advised of the confidential nature of said information; (iii) shall take reasonable precautions (in no event less stringent than the precautions taken by recipient to protect its own Confidential Information) to prevent any disclosure, publication, dissemination or unauthorized use of Confidential Information; and (iv) shall not reproduce any Confidential Information, except as necessary for the Evaluation, without the written consent of the other party. Each party shall be responsible for any breach of this Agreement by its employees and agents.
3. *Term.* This Agreement shall become effective as of the date indicated above (“Effective Date”), provided that this Agreement shall cover all Confidential Information

related to the Evaluation disclosed by one party to the other whether before or after the Effective Date. Disclosures of Confidential Information may take place for a period (the “Information Disclosure Period”) of six (6) months after the Effective Date. The obligations of the parties contained herein shall survive and continue beyond the expiration of the Information Disclosure Period by a further period of five (5) years.

4. *Limitations.* Notwithstanding any other provision in this Agreement, it is agreed that the following shall not constitute Confidential Information for purposes of restrictions and protections set forth in this Agreement: (i) information that was known by the receiving party prior to the disclosure thereof by the other party; (ii) information that properly comes into a receiving party’s possession from a third person who is not under any obligation to maintain the confidentiality of such Confidential Information; (iii) information that has become publicly available other than through any fault of the receiving party; and/or (iv) information the receiving party can demonstrate was independently developed by it or a third party without use of Confidential Information received from the other party. In the event that a party to this Agreement is legally requested or required to disclose any Confidential Information received from the other party, the receiving party shall promptly notify the other party of such request or requirement prior to disclosure whenever practicable so that the other party may seek an appropriate protective order and/or limit the scope of the disclosure. If, however, in the opinion of the counsel for the receiving party, the receiving party is nonetheless compelled to disclose such Confidential Information or else stand liable for contempt or suffer possible censure or other penalty or liability, then the receiving party may disclose such Confidential Information without liability to the other party hereunder provided that it use reasonable efforts to limit the disclosure as appropriate.

5. *Ownership of Confidential Information.* All Confidential Information and other information or materials disclosed by one party to the other shall remain the property of the disclosing party. No license or other rights to Confidential Information and/or any patents, copyrights, trade names or trademarks are granted or implied by this Agreement or either party’s disclosure of Confidential Information to the other hereunder. Each party agrees to return to the other party, as soon as reasonably practical upon written request, all Confidential Information of the other and further agrees to destroy any materials prepared by or on behalf of the receiving party that contain or are based upon Confidential Information covered by this Agreement.

6. *No Further Obligation.* Each party retains the right, in its sole discretion, to determine whether to disclose its Confidential Information to the other party, and disclosure of Confidential Information of any nature shall not obligate the disclosing party to disclose any further Confidential Information. Neither party shall be under any obligation of any kind whatsoever to enter into any further agreement with the other party by reason of this Agreement. Neither party makes any representations, express or implied, as to the accuracy or completeness of the Confidential Information, and each party agrees that the other party and its representatives shall have no liability as a result of having provided Confidential Information hereunder. Each party hereby expressly disclaims any and all liability that may be based, in whole or in part, on any Confidential Information, errors therein or omissions thereof. Neither party is responsible or liable for any business decisions made or inferences drawn by the other party in reliance on actions taken or disclosures made pursuant to this Agreement absent a separate written agreement to the contrary.

7. *Governing Law.* The parties consent and agree that this Agreement will be governed by the laws of the State of Georgia and that jurisdiction and venue of all matters relating to this Agreement shall be vested exclusively in the federal, state, and local courts situated in the State of Georgia. The parties further agree that service of process by certified mail shall constitute personal service and shall result in jurisdiction over the parties.

8. *No Assignment.* The parties may not assign this Agreement or any of their respective rights or obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the successors of the respective parties.

9. *Entire Agreement.* This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties, whether written or oral, between the parties.

Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof, which shall remain in full force and effect. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties.

10. *Equitable Relief.* Each party hereby acknowledges that unauthorized disclosure or use of the other's Confidential Information will cause irreparable harm and significant injury to the other party that may be difficult to ascertain. Accordingly, each party agrees that the other will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

Georgia Lottery Corporation

(Company Legal Name)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit G - Cloud Provider Security Questionnaire

As the Georgia Lottery continues to develop new applications and migrate existing data over to Cloud Service Providers (CSP)s, we need to ensure that our data remains secure. The same threats, vulnerabilities, and security risks that we face in our internal environment are also present in the Cloud. The following questions will help better understand the CSPs service offering.

Have the potential CSP answer the following questions then forward the answers to InfoSec for review.

1. Who owns the data we store in your service?
 - a. Describe how the data will be stored?
 - b. Will you use our data to build advertising products?
2. What privacy/security controls are offered with your service?
 - a. Do we have access to administer those security controls?
3. How will we be notified if our data is compromised?
 - a. What part do we play in remediating the vulnerabilities found in the cloud?
4. What is the notification process if there are changes to your security, privacy, and compliance standards?

5. What security standards or frameworks does your service comply with (ea.. NIST, ISO 27001, FISMA, Fedramp)?
 - a. Are you certified in any of those standards or frameworks?
6. Explain your backup and data retention policy?
7. Can you provide architectural diagram and documentations of the data flow to and from your platform?
8. Explain your data encryption standards and policies?
9. Do you provide access to security and audit logs?
10. Explain how our data is scanned for vulnerabilities and the remediation process if data is breached?
11. List the internet facing API utilized to manage the platform?
12. Will the data be housed in a multi-tenancy environment?
13. Explain your SLA percentage offerings for our data within your platform?
14. Will you outsource any part of the cloud platform to a 3rd party? If so, how will you ensure compliance?

15. If needed, how do we request configuration settings, logs, backups, etc. related to our deployment?

Exhibits

Exhibit A – Scope of Work, Specifications and Requirements

Exhibit B – Price Quote

Exhibit C- References

Exhibit D- Independent Contract Agreement

Exhibit E – E-Verification Affidavit

Exhibit F – Mutual Nondisclosure Agreement

Exhibit G - Cloud Provider Security Questionnaire