

# Request for Quotation (RFQ)

## Georgia Lottery Corporation

250 Williams Street, Suite 3000  
Atlanta, Georgia 30303



### Date

August 15, 2024

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The Georgia Lottery Corporation (“GLC”) is seeking quotations for IT consulting services to convert (4) four legacy “IRS Processing” applications to a modern technology using Microsoft Stack. The technology stack will include: .Net Core, Razor pages, SQL Server Database and Telerik Reporting Tool.

### 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

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This Request for Quotation (“RFQ”) is being issued on **Thursday, August 15, 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 **Tuesday, September 10, 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 both 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”)**

Kedar Janwadker  
Software Design & Development Manager  
E-mail: [kjanwadker@galottery.org](mailto:kjanwadker@galottery.org)

John Henderson  
Purchasing Manager  
E-mail: [jhenderson@galottery.org](mailto:jhenderson@galottery.org)

Potential Bidders may submit questions or requests verbally for official clarification or confirmation regarding this RFQ during a scheduled conference call with both of the designated GLC POCs. The conference call will be scheduled for **Wednesday, August 21, 2024, at 10:00 am ET**. Potential Bidders may also submit questions or requests in **writing** for official clarification or confirmation regarding this RFQ by e-mail to both of the designated GLC POCs. The questions should be contained in a .pdf document labeled “(Contractor Name) IT Consulting Services by **Friday, August 23, 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, August 28, 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. In addition, the GLC will also post copies of this RFQ 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 RFQ at any time, including by means of appropriate addenda, 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 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. Contact with the Project Architect or with any representative of the GLC other than the designated GLC POCs may result in disqualification.

## Period of Performance

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Work on this Project shall commence upon execution of a final Agreement between the GLC and the successful Bidder. Each Bidder must include with its quotation a proposed timetable for completion of the Project.

## Scope of Work

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The Contractor will be required to convert 4 legacy “IRS Processing” applications to a modern technology using Microsoft Technology Stack. The technology stack will include: .Net Core, Razor pages, SQL Server Database and Telerik Reporting Tool. All the 4 applications must be combined into one web-based application. Here is a summary of the applications

- IRSW2G – This is an application written in Visual Basic 6.0 with MS Access 2000 as backend. This application is used to process the W2G and 1042S data for e-filing and create the W2G and 1042S Monthly PDF reports. The IRS data file for e-filing W2G and 1042S forms are also produced from this app. The format for the W2G and 1042S forms are derived from the IRS publications 1220, and 1187.
- IRS 1099 – This is an application written in Visual Basic 6.0 with MS Access 2000 as backend. This application is used to create the data files for e-filing the IRS and DOR 1099 NEC for the traditional Lottery. This application is used to produce the data file for 1099Pro. The 1099 NEC form data file format is derived from the IRS publication 1220. There are 4 reports based on the data collected.
- COAM 1099 - This is an application written in VB.Net and SQL Server as backend. This application is used to process the COAM tax data and produce 4 PDF reports which are used in the validation of data.
- COAM IRS 1099 - This is an application written in Visual Basic 6.0 with MS Access 2000 as backend. Using the data generated from COAM1099.exe, this app creates the IRS/DOR data file used for e-filing the 1099 MISC upload file and input file for 1099Pro. The file format for the 1099 MISC form is derived from the IRS publication 1220.
- The Contractor shall provide all deliverables required for the completion of the Project. All work should be done by the selected contractor and no part of the Project should be subcontracted.

### In addition:

- No hardware or software will be provided by the GLC.
- A Non-Disclosure Agreement (“NDA”) with the GLC will be required to be executed by all personnel working on the Project.
- All costs incurred by submitting this RFQ will be borne by the company submitting this RFQ.
- No costs other than the price quoted will be borne by the GLC.

## Bid Evaluation

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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 years of experience in .Net Core - C# applications; (c) information regarding years of industry experience; (d) information regarding years of experience with Legacy application technologies (Visual Basic 6.0); (e) information regarding years of experience in software solutions architecture and (f) 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 two (2) references for which they provided similar services, including the telephone number and e-mail address of a contact for each reference.

**Evaluation Criteria**

The criteria and weight assignments are as follows:

<b>Criteria</b>	<b>Weight</b>
Cost	35%
Years of experience in Legacy application technologies (Visual Basic 6.0)	35%
Years of experience in developing .Net Core applications	30%

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.
- A Non-Disclosure Agreement (“NDA”) with the GLC will be required to be executed by all personnel working on the Project.
- 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 assigned to this project 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 C**  
**REFERENCES**

Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Provide References – Please list two (2) major customers for which you have provided similar services.

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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").

#### ***WITNESSETH:***

**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 A** and incorporated herein by reference (the "Quotation") to GLC in response to GLC's Request for Quotations for IRS Legacy Application Conversion Project dated August 12, 2024, attached hereto as **Exhibit B** 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 C** 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 A.
- 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 A.

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.
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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.
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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 A.
- 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 A.

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 services, 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**

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\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



GEORGIA LOTTERY CORPORATION PRE-BID CONFERENCE CALL

IT CONSULTING SERVICES FOR LEGACY APPLICATION CONVERSION PROJECT

**DATE: Wednesday, August 21, 2024**

**10:00 AM-11:00 AM**

**DURATION: One (1) hour**

**Microsoft Teams**

[Join the meeting now](#)

Meeting ID: 215 188 537 768

Passcode: 71xltv

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**Dial in by phone**

[+1 404-937-6273,,60763192#](#) United States, Atlanta

[Find a local number](#)

Phone conference ID: 607 631 92#