

Georgia Lottery Corporation (GLC)

Request for Proposal (RFP) Web-Based Retailer Licensing Application System

Issued By: Georgia Lottery Corporation

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Confidential – For Vendor Distribution Only

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Georgia Lottery Corporation (GLC)

Request for Proposal (RFP) Web-Based Retailer Licensing Application System

1.0 Introduction

The Georgia Lottery Corporation (GLC) is soliciting proposals from qualified vendors to design, develop, test, and implement a modern, web-based Retailer Licensing Application System. This system will replace the existing paper-based process currently used by prospective retailers to apply for a lottery license. The goal is to deliver a secure, efficient, and user-friendly platform that streamlines application intake, enhances data integrity, improves tracking and communication, and aligns with GLC's modernization strategy.

2.0 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>.

3.0 Requirements and Schedule

This Request for Proposal ("RFP") is being issued on **Wednesday, March 18, 2026**, and is being distributed to potential Bidders. Proposals and all supporting documentation and required exhibits must be received in their entirety on or before **Monday, May 4, 2026, 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 all supporting documentation and required exhibits, by means of e-mail to the attention of both designated GLC points of contact ("POC") listed below. All Proposals 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 Proposal. Bidders may submit Proposals 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

John Henderson

Purchasing Manager

E-mail: jhenderson@galottery.org

Potential Bidders may submit questions or requests verbally for official clarification or confirmation regarding this RFP during a scheduled conference call with both designated GLC POCs. The conference call will be scheduled for **Monday, April 6, 2026, at 3:00 pm ET**. Potential Bidders may also submit questions or requests in writing for official clarification or confirmation regarding this RFP by e-mail to both designated GLC POCs. The questions should be contained in a .pdf document labeled “(Contractor Name) Web-Based Retailer Licensing Application System by **Friday, April 10, 2026, 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 **Wednesday, April 15, 2026**. 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 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 RFP 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.

4.0 Scope of Work

- 4.1 Perform a thorough analysis of the business and technical requirements in close collaboration with the GLC business and IT teams.
- 4.2 Design and develop a user-friendly, responsive, and secure web application that allows retailers to submit, track, and update their license applications online.
- 4.3 Incorporate workflow automation and electronic document upload capabilities. Ensure that all applicant-submitted documents, such as driver's licenses and passports, are encrypted at rest using Voltage encryption technology.
- 4.4 Provide comprehensive user training, detailed system documentation, and ongoing post-implementation technical support to ensure a smooth transition and long-term application maintenance.
- 4.5 Perform comprehensive testing of the web application, including unit testing to verify individual components, integration testing to ensure seamless interactions between

components, and performance testing to assess the application's scalability and responsiveness under various load conditions.

- 4.6 Implement a comprehensive deployment plan, including preparation for the application's go-live release, and provide warranty support to address any issues that may arise post-launch.
- 4.7 Prior to finalizing the user interface and user experience (UI/UX), submit and demonstrate a detailed mock-up of the full website, including page flow, forms, and design themes for review and approval.

5.0 Project Objectives

- 5.1 Eliminate manual, paper-based inefficiencies.
- 5.2 Increase accuracy, completeness, and processing speed of applications.
- 5.3 Improve transparency and communication between applicants and GLC staff.
- 5.4 Ensure compliance with all security, audit, and data privacy standards.
- 5.5 Deliver a scalable and maintainable platform adaptable to future business needs and system integrations.

6.0 Vendor Qualifications

- 6.1 Experience in the design and implementation of licensing or permit management systems of comparable scope and complexity, with lottery or gaming experience preferred but not required.
- 6.2 Proficiency in modern Microsoft web technologies, system integration, and data security.
- 6.3 Understanding of UX/UI design and accessibility best practices.
- 6.4 References from at least three similar projects completed within the past five years.
- 6.5 Qualified personnel covering business analysis, software development, project management, and quality assurance.
- 6.6 Proven experience with Veracode or equivalent static and dynamic security testing.

7.0 Proposal Submission Requirements

- 7.1 Executive Summary – Provide an overview of your understanding of the project objectives, your proposed approach, and key highlights of your solution.
- 7.2 Company Profile – Include your company's legal information, key personnel, and a summary of your history and relevant experience.
- 7.3 Technical Approach – Detail the proposed architecture, technology stack, integration plan, ability to adapt and implement future system changes, and your security strategy.
- 7.4 Project Plan & Timeline – Submit a detailed project plan outlining key milestones, dependencies, and deliverables.
- 7.5 Team Qualifications – Provide experience summaries and relevant credentials of the team members who will be working on the project.
- 7.6 Cost Proposal – Submit a comprehensive pricing proposal for the complete turnkey solution, including all components and services.
- 7.7 References – Provide contact details for comparable projects you have successfully completed.

7.8 Mock-Up Demonstration Plan – Include a comprehensive website mockup as part of the proposal and be prepared to provide a demonstration of the prototype. Clearly outline how you will present the full system design prior to the start of development.

7.9 Testing Plan – Describe all test phases, tools, and your overall testing strategy to ensure the application's quality and performance.

8.0 Evaluation Criteria

Proposals will be evaluated using the following weighted criteria to ensure transparency and fairness in selection:

Evaluation Category	Weight (%)
Technical Approach & Solution Design	25%
User Experience (UX) Prototype	25%
Cost Proposal & Overall Value	20%
Vendor Experience & Qualifications	10%
Project Management & Implementation Plan	10%
Support, Maintenance & Training	10%

GLC reserves the right to request additional documentation, interviews, and product demonstrations before awarding the contract. The final award will be given to the vendor providing the best overall value and technical compliance.

9.0 Project-Specific Requirements

The Retailer Licensing Application will enable prospective retailers to submit their complete application for approval by the Georgia Lottery Corporation. The system shall support adding multiple owners to a single application, uploading identity documents such as passports, driver's licenses, and other verification documents for each owner, verifying addresses, and processing payments through credit card and ACH. Additionally, the application shall provide the ability to generate a complete PDF version of the submitted application for record-keeping and review.

This section defines the specific technical, functional, and design requirements that must be met in developing the Georgia Lottery Corporation (GLC) Web-Based Retailer Licensing Application System. The selected vendor is expected to adhere to the following standards and specifications to ensure high performance, security, and compliance.

9.1 Development Environment and Technology Stack

- Development Tools: Microsoft Visual Studio 2022 or higher.
- Database Platform: Microsoft SQL Server 2025 or the latest stable release at the time of implementation.

- **Code Quality:** All source code must successfully pass Veracode static security scans with zero vulnerabilities prior to deployment. The Georgia Lottery uses “Veracode” for application security scanning. Vendors may use any scanning tools during development and are not required to procure or license Veracode; however, the final delivered solution must successfully pass Georgia Lottery’s Veracode scanning requirements.
- **Coding Standards:** Adherence to industry best practices for C#, .NET, and SQL development, including proper documentation and version control using Git or Azure DevOps.

9.2 Hosting, Deployment, and Infrastructure

- **Hosting Platform:** Microsoft IIS on Windows Server 2019, 2022, or 2025.
- **Deployment Model:** Initially hosted on GLC’s on-premise servers, with a cloud-ready architecture to support future migration.
- **Supported Protocols:** HTTPS (mandatory for production), HTTP (redirected to HTTPS), FTP, and SMTP.
- **Scalability:** Architecture must support horizontal and vertical scaling as user volume increases.
- **Monitoring:** Include application and server-level logging, performance monitoring, and alerting mechanisms.

9.3 Data Management, Security, and Encryption

- All PII and uploaded documents must be encrypted both in transit (TLS 1.2 or higher) and at rest.
- Utilize “Voltage” for the encryption and decryption of all sensitive data fields and user-uploaded documents throughout the application process. The Georgia Lottery uses “Voltage” for encryption. Vendors may use any encryption tool during development and are not required to procure or license Voltage; however, the final implemented solution must be fully compatible with and operate using the Georgia Lottery’s existing “Voltage” encryption tool.
- Support SQL-level transparent data encryption (TDE).
- Comply with all applicable state and federal data protection laws and PCI-DSS standards.
- Implement configurable data retention and archival policies.
- Maintain detailed audit logs for all user actions, system changes, and data access.

9.4 Third-Party Integrations

- **ActivePDF:** For dynamic PDF generation, ensuring consistent formatting and compliance.

- Melissa Data: For real-time address validation and standardization during retailer application entry.
- Merchant One: For secure payment processing using tokenization to avoid storing any credit card or payment data within GLC infrastructure.
- Telerik: The vendor shall use Telerik UI components for all user interface development within the system.
- All integrations must use secure APIs and comply with GLC's InfoSec and data governance policies.
- Any deviation from the technologies or tools specified in this document—including the use of alternative UI frameworks or custom-developed controls—must be reviewed and approved in advance by the Georgia Lottery Corporation.

9.5 Functional and User Experience Requirements

- Application Progress Tracking: Step-by-step indicators showing completion status.
- Document Checklist: Interactive checklist guiding retailers through required documentation.
- The system shall provide a user registration feature, and the registration process shall implement the latest industry-standard two-factor authentication (2FA) methods to verify user identity before account activation. All 2FA methods used must be reviewed and approved by GLC Information Security.
- PDF Application Generation: Ability for users to download a complete, auto-generated PDF of their submitted application. The pdf generated should be stored in SQL Server database for further processing.
- Data Storage: All uploaded files must be stored securely in the SQL database.
- The system shall allow applicants to pause the application at any stage, log out, and later resume without losing previously entered data. The system shall also allow applicants to cancel an in-progress application at any time and initiate a new application when desired.

9.6 Website Structure and Branding

The Retailer Licensing Application website shall:

- Align with the Georgia Lottery Corporation's brand identity and visual design of their existing public sites (e.g., <https://www.galottery.com/>) to ensure a consistent user experience.
- Allow users to seamlessly navigate from <https://www.galottery.com/> to the Retailer Licensing Application website and back again to the main site <https://www.galottery.com/>.
- Adhere to WCAG 2.1 or higher accessibility standards to provide an intuitive and inclusive user interface.

- Incorporate modern UX practices, updated layouts, and new technologies to enhance overall usability and user experience, while preserving the established brand alignment.

The following pages with dynamic content should be easily manageable by GLC administrators without technical assistance.

Home Page

- Serves as the entry point for the Retailer Licensing Portal.
- Displays application instructions, system updates, and key announcements.
- Includes quick links to login, FAQs, and documents.
- May feature a dynamic banner or carousel for important notifications.

FAQ Page

- Provides categorized answers to common questions (e.g., eligibility, payments, technical issues).

Documents Page

- Central hub for uploading, maintaining, and downloading official PDF documents.

About Us Page

- Describes GLC's mission, values, and the purpose of the Retailer Licensing Application System.
- May include historical milestones and links to relevant compliance or CSR initiatives.

Contact Us Page

- Includes an online form for user inquiries (name, email, subject, message).
- Submitted forms must automatically trigger email notifications to designated GLC contacts.
- May include optional confirmation messages or ticket references for user assurance.

Footer Section

- Consistent across all pages.
- Includes links to Privacy Policy, Terms of Use, SMS Terms, and the State of Georgia website.
- May display copyright, accessibility statements, and official social media links.

9.7 Web Standards and Accessibility

- Compliance: W3C standards, including HTML5, CSS3, and modern JavaScript APIs.
- Cross-Browser Compatibility: Full functionality on Chrome, Edge, Firefox, and Safari (latest two versions).
- Accessibility: Conformance with WCAG 2.1 Level AA or higher to ensure inclusivity for all users.
- Responsive Design: The website must provide a seamless user experience across desktop, tablet, and mobile devices. The layout, content, and functionality should automatically adapt to the user's device and screen size, ensuring consistent usability and accessibility. The vendor should demonstrate their approach to responsive web design to deliver high-quality experience on all platforms.
- Performance Optimization: Ensure efficient page loading times, minimize the use of scripts, and adhere to industry best practices for optimizing website performance.

9.8 Document Upload Requirements

- The system shall enable applicants to upload identity documents in the following file formats: PDF, JPEG, JPG, PNG, and TIFF.
- Each uploaded file shall not exceed 10 MB in size.
- All uploaded documents shall be encrypted in transit and at rest, validated for permitted file types, and scanned for malware before storage using "Voltage".
- Each retailer licensing application may include up to 10 owner profiles.
- The applicant may upload a maximum of 5 files per owner.
- The system shall reject any unsafe or unsupported file formats.
- All uploaded documents shall be stored in a secure, access-controlled repository

9.9 Payment Processing Requirements (ACH & Credit Card via MerchantOne)

- The system shall integrate with MerchantOne to securely process ACH and credit card payments for retailer application fees and any associated charges.
- The system shall use MerchantOne's APIs for payment authorization, capture, refund, and status verification, following MerchantOne's security and compliance guidelines.
- All payment data shall be transmitted using TLS 1.2 or higher, and no sensitive payment information shall be stored on GLC systems.
- The system shall provide real-time payment status updates (approved, pending, failed, declined) and log all payment events for auditing.
- The system shall include safeguards to prevent and detect duplicate charges, partial processing, or lost transactions, including retry logic, confirmation callbacks, and reconciliation checks with MerchantOne.

- The vendor's proposal shall include a detailed explanation of their approach to ensuring zero lost transactions, including transaction integrity design, timeout handling, error recovery, and reconciliation processes.
- The system shall provide clear messaging to applicants when payments succeed, fail, or require further action, and allow applicants to reattempt failed payments without creating duplicate applications.

The system shall generate a payment receipt and store it in the applicant's record along with the MerchantOne transaction ID for audit and reporting.

10.0 Testing and Quality Assurance

- 10.1 All testing (unit, integration, regression, performance, and UAT) shall be performed by the vendor.
- 10.2 Testing & Quality Assurance: Vendor must conduct comprehensive functional, regression, UAT, and performance testing prior to go-live.
- 10.3 Vendor must ensure that Veracode static scans report zero unresolved issues prior to final acceptance.
- 10.4 GLC reserves the right to review and approve vendor test plans and results before system acceptance.

11.0 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 shall enter into the GLC Independent Contractor Agreement (“Contract”) attached as Exhibit F. 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 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 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.
- 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 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.

12.0 Key Dates

- RFP Release Date: Wednesday, 03/18/2026
- First Conference Call: Monday, 04/06/2026
- Second Conference Call: TBA
- Questions submitted by Vendors: Friday, 04/10/2026
- GLC Response to Questions: Wednesday, 04/15/2026
- Proposal Submission Date: Monday, 05/04/2026

Exhibit B Price Template

Instructions for Completing Exhibit B – Price Quote Template

The Exhibit B – Price Quote template is attached a separate document. Exhibit B – Price Quote template must be completed in full to provide an accurate estimate for the project. Each section represents a project phase. Please follow the guidance below when entering information.

1. Enter Estimated Hours for Each Phase

For each of the following project phases listed in the template, enter the number of hours required to complete that phase:

Phase 1 – Requirements & Analysis

Requirements gathering, analysis, and documentation 1

Phase 2 – Design

Database design, UI/UX wireframes 1

Phase 3 – Development

Development, integration, and unit testing 1

Phase 4 – Testing

Test creation, functional testing, regression testing 1

Phase 5 – Deployment

Production deployment, support, validation 1

Phase 6 – Project Management

Planning, meetings, documentation updates 1

2. Enter the hours in the “Hours” column next to each phase.
3. Calculate the Overall Total Hours

After all phase hours are entered, the overall Total Hours will be automatically calculated. This total should reflect the complete projected level of effort for the project.

4. Enter Your Blended Hourly Rate

In the section labeled Blended Hourly Rate, enter the hourly rate your organization proposes to bill across all roles involved in the project.

Total Estimated Project Cost will be automatically calculated based on:

Overall Total Hours × Blended Hourly Rate = Total Estimation for the Project

This figure represents your complete project cost based on your blended rate model.

5. Review for Accuracy Before Submission

Before submitting Exhibit B, confirm the following:

Vendors must ensure that the hours provided reflect a complete understanding of the scope of work, including analysis, design, development, testing, deployment, and project management. The blended hourly rate should cover all labor categories contributing to the project effort.

Firm/ Company Name _____

Date

Number	Description	Hours
PHASE 1 – Requirements & Analysis	Requirements gathering, analysis & Documentation	
PHASE 2 – Design	Database Design, UI/UX Wireframes	
PHASE 3 – Development	Development, Integration, Unit Testing	
PHASE 4 – Testing	Test Creation, Functional and Regression Testing	
PHASE 5 – Deployment	Production Deployment Support and Validation	
PHASE 6 – Project Management	Planning, Meetings, Documentation Updates	
	Overall Total Hours	
	Blended Hourly Rate	
	Total Estimation for the Project	

**EXHIBIT C
REFERENCES**

Firm:

Date:

Provide References – Please list at least three (3) major clients 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:

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
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 **Web-Based Retailer Application System** for 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 Requirements/Scope of Work referenced in the RFP and that this Proposal is made in accordance with the provisions of the requirements/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.

(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 #

EXHIBIT F
INDEPENDENT CONTRACTOR AGREEMENT

Name of Contractor: _____

Business Form: _____

Business Address: _____

Telephone: _____

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into this ____ 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 the undersigned contractor (“Contractor”).

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 hereby 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 on Exhibit A attached hereto and incorporated herein by reference, and Contractor agrees to render such services to GLC. Contractor shall perform such services as and when 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
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 on Exhibit B attached hereto and incorporated herein by reference.
 - 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 on Exhibit B attached hereto.

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 the ____ day of _____, 20__.
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. 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.

- c. 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. 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.

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 B.
- b. Notwithstanding anything herein to the contrary, Contractor may terminate this Agreement at any time, for any reason or for no reason, by delivering one (1) week's prior written notice thereof to GLC, subject to Cancellation Fees, if any, in Exhibit B.

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 16 (Contract Resolution Procedure), and Section 19(b) (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 an SOW, PO, or similar document, this Agreement shall govern. In the event terms and conditions in an 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. 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: _____

Georgia Lottery Corporation (GLC)
Request for Proposal (RFP)
Web-Based Retailer Licensing Application System
Bidder's Conference Call Invitation

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/26495099643679?p=Toep5zCWTPJi5pxlFI>

Meeting ID: 264 950 996 436 79

Passcode: Af238RK6

Dial in by phone

[+1 404-937-6273](tel:+14049376273),,[602796105#](tel:+14049376273) United States, Atlanta

Phone conference ID: 602 796 105#

GEORGIA LOTTERY CORPORATION

OFFICIAL NOTICE TO ALL RESPONDENTS / BIDDERS

Subject: Posting of All Solicitation Updates and Amendments

Effective immediately, the Georgia Lottery Corporation (GLC) will post **all** updates related to this solicitation exclusively on the GLC Procurement Opportunities webpage.

This includes, but is not limited to:

- Updates
- Reminders
- Notices
- Amendments
- Revisions
- Supplemental documentation

All respondents and prospective bidders are responsible for monitoring the following webpage throughout the duration of the solicitation:

<https://www.galottery.com/en-us/about-us/procurement-opportunities.html>

The GLC will **not** distribute solicitation updates via email or any other direct communication method. Failure to review posted updates may result in incomplete submissions or disqualification.

Responsibility of Respondents

It is the sole responsibility of each respondent to:

- Check the GLC Procurement Opportunities webpage regularly
- Review all posted materials
- Ensure compliance with all updated requirements
- Incorporate any amendments into their submission

Issued By:

Georgia Lottery Corporation

Procurement Department