



## GEORGIA LOTTERY CORPORATION

### REQUEST FOR PROPOSAL

#### A. PURPOSE

The Georgia Lottery Corporation (“GLC”) is requesting proposals from qualified firms that can provide a **Sporting Event Street Team**, as outlined in this Request for Proposal (“RFP”). Proposal documents shall be submitted to the GLC in accordance with the instructions and specifications detailed herein.

The firm will be responsible for the execution of the Georgia Lottery Corporation’s (GLC) promotional activities during sponsored events with professional sports organizations that GLC has partnered with during the 2018-2019 sports season. For more details, see Exhibit A, Scope of Work.

#### B. GENERAL INFORMATION

The Georgia Lottery Corporation was established in 1993. Its headquarters are located at 250 Williams Street, Suite 3000, in Atlanta, Georgia. For more information about GLC, please go to <https://www.galottery.com/en-us/about-us.html>

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

Willie M. Palmer, Purchasing Manager      [wpalmer@galottery.org](mailto:wpalmer@galottery.org) (404) 215-5124  
Steven Silver, Contract Compliance Attorney      [ssilver@galottery.org](mailto:ssilver@galottery.org) (404) 215-5038

#### **Definition of Terms**

Please review the following terms:

- Contract – Independent Contractor Agreement
- Firm(s) or Contractor(s) – companies desiring to do business with the Georgia Lottery Corporation
- GLC – Georgia Lottery Corporation
- GLC POC – Georgia Lottery Corporation’s official point of contact for this solicitation

#### **Schedule of Events**

The schedule of events set out herein represents the GLC’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted to the GLC Procurement website prior to the closing date of this RFP. After

the close of the RFP, the GLC reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
RFP Released and Posted to GLC website	03/21/2018	TBD
<b>Pre-Proposal Conference Call (non-mandatory) Call In Phone No. 1- (866) 214-0726 Pin/Code: 902487</b>	<b>03/27/2018</b>	<b>10:00 a.m. ET</b>
Deadline for written questions sent via email to GLC POCs	03/27/2018	5:00 pm ET
Responses to Written Questions posted to GLC website: <a href="https://www.galottery.com/en-us/about-us/procurement-opportunities.html">https://www.galottery.com/en-us/about-us/procurement-opportunities.html</a>	03/28/2018	5:00 p.m. ET
<b>Proposals Due/Close Date and Time</b> Email proposals to: <a href="mailto:wpalmer@galottery.org">wpalmer@galottery.org</a> and <a href="mailto:ssilver@galottery.org">ssilver@galottery.org</a>	<b>04/04/2018</b>	<b>5:00 p.m. ET</b>
Final Evaluation (on or about)	04/11/2018	TBD
Notice of Award (on or about)	04/12/2018	TBD
<b>Contractor begins work (first scheduled event)</b>	<b>04/28/2018</b>	<b>TBD</b>

The non-mandatory Pre-Proposal Conference Call is designed to give potential Contractors an opportunity to verbally ask questions related to this RFP. This conference call is for clarification. However, nothing that is said during the Conference Call shall be binding on GLC or become, in any way, part of this RFP or any final Contract. Potential Contractors who do not participate in the Conference Call or who wish official clarification or confirmation of anything said during the Conference call must submit written questions to both of the GLC POCs by **3/27/2018, 5:00 p.m. ET.**

All timely submitted questions and the answers thereto shall become part of this RFP. If based on the Pre-proposal conference call or any timely questions submitted, GLC deems it necessary to amend this RFP any such amendment or addendum, along with the GLC answers to all timely submitted questions, will be posted to the GLC website by **03/28/2018, 5:00 p.m. ET**

#### Submission Instructions

Responses to this RFP must be emailed to both of the GLC POCs by the aforementioned deadline. The Contractor should submit its responses in two separate documents attached to a single email and labeled as follows:

**Contractor Name\_ Proposal\_ Event Street Team**  
e.g. "ABC Company\_ Proposal\_ Event Street Team"

**Contractor Name\_\_\_ Cost Proposal \_ Event Street Team**  
e.g. "ABC Company\_ Cost Proposal \_ Event Street Team"

**Proposals received after the stated date and time WILL NOT be considered.** See Section U. Documents to Submit, for more details. Firms are encouraged to allow ample time to submit their responses just in case of a technology glitch or email lag time.

All Proposals and supporting documents shall be submitted in portable document format file (.pdf) format. In the event the GLC is unable to open an electronic file because the GLC does not have ready access to the software utilized by the Firm or the file has a virus or is corrupted, the Firm's proposal may be considered incomplete and disqualified from further consideration.

**A one (1) year contract with three additional (3) one (1) year terms at the option of GLC at pricing TBD** will be awarded to the Contractor whose proposal is determined to be the most advantageous for the GLC, considering all the conditions set forth in this RFP, and which the GLC believes provides the greatest long-term benefit to the State of Georgia, the greatest integrity for the GLC, and the best services and products for the public.

While price will be an important factor, it alone will not be the deciding factor in the selection process. Issuance of this RFP does not constitute a commitment on the part of the GLC to award a contract pursuant to this RFP. The GLC reserves the right to reject any and all proposals submitted in response to this RFP, in whole or in part, and to award a contract pursuant to this RFP or cancel this RFP if it is considered to be in the best interests of the GLC. The GLC further reserves the right to make changes to this RFP at any time by issuance of written addendum/addenda, amendment(s) or clarification(s).

**C. EQUAL OPPORTUNITY**

The GLC prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract with the corporation.

The GLC will provide equal opportunities without regard to race, color, gender, religion, national origin, or disability, by requiring that any firm doing business with the corporation provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to the Corporation.

**D. MINORITY PARTICIPATION**

The Georgia Lottery for Education Act encourages the participation of minority businesses in all aspects of the work of the GLC. It is the policy of the GLC to contribute to the establishment, preservation and strengthening of minority-owned businesses, and to encourage their participation in the GLC's procurement activities. Towards that end, the GLC strongly encourages minority-owned firms to submit proposals or become part of a team or teams that submit a proposal, and the GLC encourages non-minority firms to provide for the participation of minority-owned firms through partnerships, joint ventures, subcontracts, and other contractual opportunities.

**E. COSTS OF PROPOSALS**

The GLC is not responsible or liable for any of the costs incurred by any firm in preparing and/or submitting a proposal pursuant to this RFP.

**F. INTERVIEWS, QUESTIONS, AND NEGOTIATIONS**

The GLC reserves the right to ask any or all firms to clarify any portion of their proposals after submission. Furthermore, the GLC also reserves the right to negotiate with any or all firms in any manner deemed necessary or appropriate by the GLC to serve the best interests of the GLC.

## G. **REQUIREMENTS**

### **MANDATORY REQUIREMENTS**

**Contractor must meet these mandatory requirements:**

1. Must have a minimum of five (5) years of continuous business operations in providing street team activations.
2. Must provide a notarized e-verification affidavit
3. Must agree to provide proof of letter of credit and insurance (as specified in contract, Exhibit G) within 10 days of award.
4. Must provide transportation and warehousing of the GLC items listed in the Scope of Work
5. All Contractor's team members assigned to work with GLC must be over 18 years old.
6. All Contractor's team members assigned to work with GLC must have passed a criminal background check.

### **QUALIFICATION REQUIREMENTS**

**Firm must provide the information requested below:**

1. **History.** Firm must have a minimum of five (5) years of continuous business operations in the providing street team activations to major venues and events in the sports and entertainment industry. Provide a brief history of your firm and the type events you have serviced.

**Experience.** Firm must have provided event services at sports and/or entertainment venues with 40,000 or more attendees. Provide a list of at least ten (10) events you have serviced. Include the client, year, event, location/venue, and attendance.

**References.** Provide a list of four (4) references for which you provided similar services.

2. **Consulting Services.** Firm must have experience determining the ideal layout for crowd control and efficiency along with creating and producing signage for various type sporting activation. Give examples of your consulting experience and provide recommendations to GLC based on our Scope of Work. Also, without disclosing cost information (except in the Cost Proposal), explain what consulting is provided without an additional charge.
3. **Staffing Approach.** Explain how you select your staffing personnel, include vetting, what background checks are performed, and contingency planning when there is a staff shortage and/or if a scheduled team member is not able to work at the last minute. Staff must be over 18 years old.

## H. **EVALUATION OF PROPOSALS**

The GLC has established an Evaluation Committee that will be responsible for evaluating the proposals received from responding firms.

**I. PROPOSAL TENURE**

All proposals will be an irrevocable offer for ninety (90) calendar days from the proposal due date.

**J. CRIMINAL BACKGROUND INVESTIGATIONS**

In accordance with the requirements of the Act, employees of the successful firm assigned to this engagement will be required to submit to a criminal background investigation which meets GLC requirements, at the expense of the firm.

**K. INSURANCE; LETTER OF CREDIT**

The successful Contractor must maintain sufficient commercial general liability, automobile liability, and other insurance coverage during the term of the contract to provide for damages, claims, or other losses incurred by the GLC arising from the firm's performance of its services. The successful Contractor must also post a letter of credit or acceptable alternate securities with GLC to provide GLC with funds in the event GLC suffers any liability, loss, damage, or expense in the event the Contractor fails to fully and completely perform all the requirements under the Contract. The insurance requirements are detailed in Section 16 of the Independent Contractor Agreement (Exhibit G) which is a part of this RFP.

**L. PROPOSAL SIGNATURE**

A corporate representative who is authorized to contractually bind the firm must sign the Proposal Certification Form. The firm 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 that the GLC may have during the proposal evaluation process. Such person shall be authorized to make representations for and bind the firm contractually. See Exhibits B and C.

**M. NON-EXCLUSIVE RIGHTS**

By this RFP, the GLC does not intend to grant any firm the exclusive rights to provide all materials and services required by the GLC during the period covered by any contract resulting from this RFP. If the GLC determines that the creation and production of materials and services by various firms is in the GLC's best interest, the GLC shall have the right to purchase, contract for, and use these materials and services without infringing upon or terminating any contract resulting from this RFP.

**N. E-VERIFICATION REQUIREMENT**

The Georgia Security and Immigration Compliance Act (OCGA § 13-10-91) has been amended by the passage of Georgia Senate Bill 160 (in 2013), which imposed new contract requirements on all State public entities – including the Georgia Lottery Corporation ("GLC").

Effective July 1, 2013, all new contract holders with Georgia Government units for the physical performance of labor or services: a) under a bid contract; or b) under a contract for which the value of labor or services exceeds \$2,499.99 on a no-bid contract – must also submit an "E-Verify" affidavit. The

“E-Verify” affidavit provides proof of the contract holder’s registration and participation in “E-Verify”, the current federal work authorization program.

Under the Georgia law, a new GLC contractor, supplier or vendor must submit an “E-Verify” affidavit, with an “E-Verify” user number, not the contractor’s Federal Tax ID Number, if:

- a) It receives more than \$2,499.99 on a *no-bid* contract from the GLC, or
- b) It receives any amount under a *bid* contract from the GLC,

For reference a blank copy of the e-verification affidavit is included with this solicitation.

- a) This affidavit requires that the contract holder acquired an “E-Verify” user number, which can be obtained on-line, for free, at <http://www.dhs.gov/E-Verify>. For further information, contact the U.S. Department of Homeland Security at 888-464-4218;
- b) The business owner (or authorized representative) on the original GLC contract, must sign the “E-Verify” affidavit, BEFORE A NOTARY.

See Exhibit D for E-verification Affidavit Form.

**O. CONTRACT EXCEPTIONS**

After reviewing the attached GLC Contract (Exhibit G), if you have exceptions to the contract, on a document titled, “Contract Exception(s),” you must state the reason for the exception and state the specific contract language you propose to include in its place.

**P. PROPOSALS SUBJECT TO OPEN RECORDS**

All data, material, and documentation originated and prepared for the GLC pursuant to this RFP shall belong exclusively to the GLC and may be available to the public in accordance with the Georgia Open Records Act, O.C.G.A. § 50-18-70, as amended. However, in accordance with O.C.G.A. § 50-27-25, the GLC will make reasonable attempts to maintain the confidentiality of any trade secrets or proprietary information identified by a firm if such firm properly identifies the particular data or other materials that are trade secrets or proprietary information in writing by page, paragraph, and sentence prior to or upon submission to the GLC of the data or other materials to be protected. The firm should also state the reasons such confidentiality is necessary. However, under no circumstance will the GLC be liable to any firm or to any other person or entity, for any disclosure of any such trade secret or confidential information. The GLC may not consider proposals in which all or a substantial portion of the proposal is declared by the firm to constitute trade secrets or confidential information.

**Q. ADVERTISING**

In submitting a proposal, the firm agrees not to use the results thereof as a part of any commercial advertising without the prior written consent of the GLC.

**R. NEWS RELEASES**

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 firm issue any such news releases without the express prior written consent of the GLC in each instance.

**S. INTERPRETATIONS AND DISPUTES**

Any questions concerning conditions and specifications in this RFP shall be directed in writing to the GLC POCs by the deadline indicated in the Schedule of Events above. Inquiries must reference this RFP and the date that delivery of the proposal is due to the GLC POCs. No interpretation shall be considered binding unless provided in writing by the GLC through the GLC POCs. Any actual or prospective firm that disputes the reasonableness or appropriateness of the terms, conditions, and specifications of the RFP or any action taken by the GLC in connection with this RFP or the contract to be awarded pursuant hereto must first pursue and exhaust any and all remedies available to it in accordance with the dispute resolution procedures adopted by the GLC, as amended from time to time. Any appeal of any decision of the Board of Directors of the GLC must be made in accordance with such dispute resolution procedures and Section 50-27-31 of the Georgia Lottery for Education Act.

**T. NONASSIGNABILITY**

Any award resulting from this RFP cannot be assigned in whole or in part without the prior written approval of the GLC.

**U. DOCUMENTS TO SUBMIT**

The following documents must be returned to GLC:

**Complete and return:**

- Exhibit B - Contractor's General Information Sheet
- Exhibit C - Proposal Certification Form
- Exhibit D - E-verification Affidavit Form (must be completed, signed and notarized)
- Exhibit E - Reference Form
- Exhibit F - Cost Proposal (**returned as a separate document titled 'Cost Proposal'; do not include cost information in any of the other documents**)

**Provide per Qualification (Section G)**

- History. A brief history of your firm and the type events you have serviced.
- Experience. List of at least ten (10) events your Firm has serviced. Include the client, year, event, location/venue, and attendance.
- Consulting Services.
- Staffing Approach. Explain how you select your staffing personnel, include vetting, what background checks are performed, and contingency planning when there is a staff shortage and/or if a scheduled team member is not able to work at the last minute.

**Provide per Contractor General Information form (Exhibit B)**

- Contract Exceptions (if applicable)
- Litigation, Bankruptcy, Criminal and Disciplinary Proceedings. (if applicable).

## EXHIBIT A

### SCOPE OF WORK

#### OVERVIEW

The Contractor will be responsible for the execution of the Georgia Lottery Corporation's (GLC) promotional activities during sponsored events with professional sports organizations that GLC has partnered with during the 2018-2019 sports season.

The Contractor will assist the GLC in developing a promotional footprint utilizing existing Georgia Lottery assets to create a fun environment that attract sports fans to interact with the GLC brand prior to each designated sporting event outlined below. The Contractor will be responsible for:

- Helping GLC to develop an optimal layout of promotional footprint to attract and navigate fans through the GLC's promotional area
- Providing a diverse street team to set-up/breakdown and conduct promotional activities at designated sporting events
- Providing concept, design and printing of promotional signage, as needed, cost TBD
- Suggesting and procurement of sign hardware to convey promotional message
- Storing and transporting promotional assets to and from designated sporting events

The Contractor will provide a key representative that will be responsible for facilitating day- to -day communication with the GLC events team by conducting pre activation status calls, staffing updates, and onsite management reports (event timeline, post activation analytics).

The organizations referenced and number of events are as follows:

- Atlanta United (Four (4) home games)
  - ◆ April 28, 2018
  - ◆ June 30, 2018
  - ◆ July 15, 2018
  - ◆ September 22, 2018
- Atlanta Braves (Eight (8) homes games)
  - ◆ May 5, 2018
  - ◆ May 15, 2018
  - ◆ May 17, 2018
  - ◆ June 2, 2018
  - ◆ June 23, 2018
  - ◆ July 28, 2018
  - ◆ August 18, 2018
  - ◆ September 3, 2018
- Atlanta Falcons (Seven (7) home games)  
TBD based on 2018-2019 Home Falcons Schedule



The Georgia Lottery has the option to change dates and number of appearances per organization, however the total number of events will not increase more than twenty-five (25) to accommodate rainout, playoff and/or championship games.

## **DELIVERABLES**

The following deliverables will be created and maintained by the Contractor and Georgia Lottery Corporation (GLC). All services should be completed once the 2018-2019 Atlanta Falcons season is over.

### **A. Consulting & Management Services**

The Contractor will assist the GLC in determining the ideal layout for crowd control and efficiency. In addition, the Contractor will assist the GLC in creating and producing signage for each type of sporting activation.

The Contractor will provide a key representative that will be responsible for facilitating day- to - day communication with the GLC events team by conducting pre activation status calls, staffing updates, and onsite management reports (event timeline, post activation analytics).

### **B. On-site Activation**

The GLC will provide: Prizing, event technology, shirts and outerwear for Contractor's staff. Contractor will provide three (3) brand ambassadors and one (1) tour manager, warehouse items, and transport items to and from venue.

1. The Georgia Lottery Corporation promotional footprint at designated home Atlanta United and Atlanta Falcons sporting events will consist of two areas:
  - I. Ticket Sales – The GLC will be responsible for bringing and managing all assets to sell tickets onsite at the event.
  - II. Promotional Activation- The Contractor will assist the Georgia Lottery Corporation's events team by transporting event assets to and from the Contractor's warehouse, providing three (3) brand ambassadors and one (1) tour manager to set-up, staff, and tear down promotional activation area next to the GLC ticket sales operations at Mercedes Benz Stadium and SunTrust Park.
2. The GLC promotional activation at each type of sporting event will vary and is subject to change. The current activation is outlined as follows:
  - i. Atlanta United: Two (2) GLC Branded Tents
    - a. GLC Branded Tent: Prize distribution for three (3) prize levels:
      - i. Purchase \$5 in Lottery receive prize 1 (i.e. GLC branded tote)
      - ii. \$10 in Lottery receive prize 2 (i.e. GLC/Atlanta United branded t-shirt)
      - iii. Purchase \$20 in Lottery receive prize 3 (i.e. GLC/Atlanta United Scarf)
    - b. GLC Branded Tent: Promotional Activities
      - i. Game day Face tool- Consumers who participate in the promotion will have an opportunity to utilize electronic device to take a photo and choose one of two gameday faces that can be shared on social media page.

- ii. All participants who create a gameday face will have an opportunity to win a premium prize (i.e. electronics, game day tickets, etc. ) by playing “Social Slots”
  - ii. Atlanta Falcons: Two (2) Branded Tents
    - a. GLC Branded Tent: Prize distribution for three (3) prize levels:
      - i. Purchase \$5 in Lottery receive prize 1 (i.e. GLC branded tote)
      - ii. \$10 in Lottery receive prize 2 (i.e. GLC/Atlanta Falcons branded t-shirt
      - iii. Purchase \$20 in Lottery receive prize 3 (i.e. GLC/Atlanta Falcons Scarf)
    - b. GLC Branded Tent: Promotional Activities
      - i. Game day Face tool- Consumers who participate in the promotion will have an opportunity to utilize electronic device to take a photo and choose one (1) of two (2) gameday faces that can be shared on social media page.
      - ii. All participants who create a gameday face will have an opportunity to win a premium prize (i.e. electronics, game day tickets, etc. ) by playing “Social Slots”
- iii. Atlanta Braves
  1. TBD- Promote the Georgia Lottery/Braves Fan Beat promotion at gates prior to select home games.

GLC has the option to amend the aforementioned schedule. If additional events are added they must be billed at the rates quoted in the Contractor’s Proposal.

### **C. Warehouse Logistics**

The Contractor will provide inventory management and maintenance of all activation assets to include:

- Two (2) GLC branded 13’ x 13’ Gybe inflatable tents (inclusive of ancillary equipment such as weights bag, sand, and lights)
- Premium items for prize distribution (Clear GLC branded tote bags, t-shirts, and scarfs)
- Four (4) six foot tables with table covers
- Signage (TBD)
- Two (2) GLC Industrial 55” TV’s in cases. The TV’s are built into the traveling cases.
- Twelve (12) Stanchions
- Photo Booth

All of the GLC items that need to be warehoused should fit in a 10’ x 10’ area.

### **D. Attire**

GLC will provide shirts and outerwear to the Contractor’s team. Each of the Contractor’s team members must provide their own pants. Pants must be uniform - khaki trousers, shorts or jeans. No open toed shoes.

**EXHIBIT B**

**Contractor General Information**

This form requests basic information concerning the Contractor and may establish other requirements the Contractor must meet to be considered eligible for award. Read each question carefully and provide all requested answers in the blank cell beside the question.

**Company Information:**

<b>Company Name (Provide full legal name)</b>	
<b>Address</b>	
<b>City / State / Zip Code</b>	
<b>Authorized Person's Name</b>	
<b>Telephone Number</b>	
<b>eMail Address</b>	

**Business Classification**

A **Minority Business** enterprise means a small business concern which is at least 51% owned and controlled by one or more minorities and is authorized to do and is doing business under the laws of the State of Georgia, paying all taxes duly assessed and domiciled within this state (Official Code of Georgia Annotated §50-5-131).

**Can your company be classified as a Minority Owned Business? If yes, Indicate below the percentage of company ownership/ control attributable to each of the minority groups listed:**

Minority Group	Percentage of Ownership
African American	
Asian American	
Hispanic / Latino	
Native American	
Pacific Islander	

**Mandatory Requirements**

**Do you meet/agree to ALL the Mandatory Requirements in Section G of the RFP?**

**Contract Exceptions**

**After reviewing the GLC Contract included with this RFP do you have any exceptions? If you do, on a separate document titled, 'Contract Exception(s)', you must state the reason for the exception and state the specific contract language you propose to include in its place.**

**Litigation, Bankruptcy, Criminal and Disciplinary Proceedings**

**Do you have any of the following: Litigation, Bankruptcy, Criminal and Disciplinary Proceedings? If yes, follow the instruction below.**

**On a separate document titled "Litigation, Bankruptcy, Criminal, and Disciplinary Proceedings," specifically list all material litigation to which you are a party or have been a party during the past five (5) years and any bankruptcy, insolvency, or similar proceeding to which you 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 you or any individual who will be providing services to GLC under this Contract. You must disclose whether or not you or any of such individuals have been a party to any professional disciplinary action during the past five (5) years.**

## EXHIBIT C

### PROPOSAL CERTIFICATION FORM

We propose to provide the services named in this Request for Proposal (“RFP”) for **Sporting Event Street Team** to the Georgia Lottery Corporation (“GLC”). The terms offered herein shall apply for the period of time stated in the RFP.

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

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

#### PROPOSAL SIGNATURE AND CERTIFICATION

(Authorized representative must sign and return with proposal)

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

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

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**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.



**EXHIBIT D**  
**E-verification Affidavit Form**

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**

**EXHIBIT E**  
**REFERENCES**

**Contractor** \_\_\_\_\_ **Date:** \_\_\_\_\_

Provide References – Please list four (4) major accounts for which you have provided Sporting Events Street Team Services.

Client's Company Name \_\_\_\_\_

Contact Person's Name \_\_\_\_\_

Email Address \_\_\_\_\_ Phone # \_\_\_\_\_

Type Event \_\_\_\_\_

Venue/Location \_\_\_\_\_ Number of Attendees \_\_\_\_\_

Client's Company Name \_\_\_\_\_

Contact Person's Name \_\_\_\_\_

Email Address \_\_\_\_\_ Phone # \_\_\_\_\_

Type Event \_\_\_\_\_

Venue/Location \_\_\_\_\_ Number of Attendees \_\_\_\_\_

Client's Company Name \_\_\_\_\_

Contact Person's Name \_\_\_\_\_

Email Address \_\_\_\_\_ Phone # \_\_\_\_\_

Type Event \_\_\_\_\_

Venue/Location \_\_\_\_\_ Number of Attendees \_\_\_\_\_

Client's Company Name \_\_\_\_\_

Contact Person's Name \_\_\_\_\_

Email Address \_\_\_\_\_ Phone # \_\_\_\_\_

Type Event \_\_\_\_\_

Venue/Location \_\_\_\_\_ Number of Attendees \_\_\_\_\_

## EXHIBIT F Cost Proposal

Contractor \_\_\_\_\_ Date: \_\_\_\_\_

COST PER EVENT					
DESCRIPTION	Quantity	Rate	Sub-total	Estimated No. of Hours	Total
Brand Ambassador (per Hour)	3	\$		6	
Tour Manager (per Hour)	1	\$		6	
Transportation Cost* (per Event)		\$			
Other Cost Per Event (Specify)					
<b>Total Cost Per Event</b>					
* Vehicle rental, parking, etc.					
PROJECT COST (Warehousing, Overhead, etc.)					
Warehousing Cost (per _____)		\$			
Other Project Costs (Overhead, Management, Consulting, etc.)		\$			

## EXHIBIT G

### INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 a PROPOSAL, dated \_\_\_\_\_, 2018, to GLC in response to GLC's REQUEST FOR PROPOSAL FOR \_\_\_\_\_, ("RFP"), issued \_\_\_\_\_, 2018; and

**WHEREAS**, subject to the terms and conditions hereinafter set forth, GLC desires for Contractor to provide certain Services as contemplated by the RFP and the Proposal;

**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 Exhibit A attached hereto and incorporated herein by reference, and Contractor agrees to render such services to GLC. Contractor shall perform such services as specified in Exhibit A 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 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 31st day of March, 2019. The Agreement may be renewed for up to three (3) additional terms of one (1) year each at the option of GLC by providing Contractor notice of its intent to renew the Agreement at least thirty (30) days prior to the expiration date of the Agreement or any renewal thereof. Any renewal by GLC is conditioned upon the good faith agreement between GLC and Contractor as to the compensation to be paid to Contractor during such renewal term.
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.

- 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 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 four (4) weeks 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. Insurance; Letter of Credit.

- a. Contractor shall maintain sufficient commercial general liability, automobile liability, and other insurance coverage during the term of the contract to provide for damages, claims, or other losses incurred by the GLC arising from Contractor's performance of its services. Contractor shall maintain (a) Workers compensation and employers liability insurance in such amounts as are required by law; (b) Property insurance in an amount sufficient to cover GLC property in Contractor's possession at any time; (c) Commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000); and (d) Automobile liability insurance in the minimum amount of One Million Dollars (\$1,000,000). Contractor shall provide proof of such insurance coverage to the GLC prior to execution of this Agreement.
- b. Contractor shall, upon execution of this Agreement, post a letter of credit with GLC in an amount equal to Ten Thousand dollars (\$10,000), unless such letter of credit is replaced by alternate security as authorized under O.C.G.A. § 50-27-16. Such security shall provide funds to GLC in the event GLC suffers any liability, loss, damage, or expense in the event Contractor fails to fully and completely perform all the requirements contained in this Agreement.

17. 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.

18. 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 18.

19. 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 20(b) (Governing Law; Venue) of this Agreement shall survive the termination of this Agreement.

20. 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. 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 A**

Contractor shall perform the Services, as specified in the Request for Proposal by the GLC for Sporting Events Street Team and the Contractor's response attached hereto and incorporated hereby.

## **Exhibit B**

Contractor and GLC have agreed to the following Terms of Payment:

Payment will be made upon submission and approval of invoice(s) detailing services rendered per RFP. Net 30 days.